COMMISSIONERS COURT MINUTES

26 1-21-85 - 4-8-85

FORT BEND COUNTY

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JANUARY 21, 1985
1:45 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, January 21, 1985 at 1:45 p.m. to consider the following:

1. Consider approval of drainage agreement between Fort Bend County Drainage District and developers of the Long Point watershed.

2. Discuss monthly drainage report.

3. Adjournment.

FILED FOR RECORD
Time 3:00 XXX PM
JAN 17 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha

Jodie E. Stavinoha, Chairman

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 17, 1985 at 3:10 p.m. by R. Hadley

BE IT REMEMBERED That on this 21ST day of January, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF JANUARY 14 & 16, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve minutes of January 14, 1985 with corrections.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 16, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve changes in Depository Pledge Contracts as follows: (Recorded in minutes in full)

Republic Bank of Richmond to release $200,000 U.S. Treasury Notes due May 31, 1985, receipt #13579.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None.

4. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept County Treasurer's Quarterly Report as presented. (Recorded in minutes in full)

5. CONSIDER ACCEPTANCE OF FORT BEND COUNTY THOROUGHFARE PLAN UPDATE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Denham voting no, it is ordered to adopt the Fort Bend County Thoroughfare Plan update. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and failed, with Commissioner Pressley voting no, Commissioner Lutts voting no, Judge Stavinoha voting no, to amend motion to delete from the thoroughfare plan update the southern portion of Grand Parkway in Fort Bend County.

Don Primosic representing Lichliter, Jameson & Associates presented final of the Fort Bend County Throughfare Plan update.

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County Clk

c/c 1-21-85

FORT BEND COUNTY

CHANGES IN DEPOSITORY PLEDGES

CONTRACTS

Republic Bank Richmond

RELEASE $ 200,000 Motes U.S.

TREASURY ~~BILLS~~ DUE 5-31-85

RECEIPT # 13579.

RELEASE $ _____ U.S.

TREASURY BILLS DUE _____

RECEIPT # _____.

PLEDGE $ _____ U.S.

TREASURY BILLS DUE _____

RECEIPT # _____.

PLEDGE $ _____ U.S.

TREASURY BILLS DUE _____

RECEIPT # _____.

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AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, JANUARY 21, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 14, 1985. & Jan. 16
2. Approve changes in Depository Pledge Contracts.
3. Approve line item transfers in budgets.
4. Approve County Treasurer's quarterly report.
5. Consider acceptance of Fort Bend County Thoroughfare Plan update.
6. Discuss and consider non-taxing health district for Fort Bend County.
7. Mr. Bill Meitzen, District Attorney, re: request approval of payments for court reporter fees for June-December grand jury transcripts.
8. Constable Richard Pring, Precinct 4, re: request approval for appointment of five reserve deputies.
9. Ms. Kim Jones, County Health Sanitarian, re: request to purchase new pickup for Health Dept. (funds are available).
10. Consider application for Volunteer E.M.S. Provider Status, North East Fort Bend County Volunteer Fire Dept.
11. Consider reappointment of additional members to Library Board.
12. Consider approval of invoice in the amount of $1,664.66 to Sanders & Sanders Assoc. Inc. for library interior design.
13. Accept checks from Town of Fulshear in the amount of $27,019.97 and from City of Simonton in the amount of $10,000 and rebudget into road materials in Precinct 4's budget.
14. Consider application from Plantation M.U.D. to lay water line and install bridge crossing 120 ft. drainage easement in Precinct 1.
15. Consider application from City of Houston to lay water lines crossing Ditch 1 & B at Court Road in Precinct 2.
16. Advertise for bids for under-counter filing cabinets for District Attorney's office and for station wagon for Fire Marshall (funds are available).
17. Consider utilization of the former Grayless Building.
18. Meet in Closed Session to discuss litigation, land and personnel matters as authorized by Article 6252-17, Section 2 (e), (f) & (g), Vernon's Texas Civil Statutes.

2.19.84 Take action on any items discussed in Closed Session.

20. 1:30 p.m. - Open bids for one or more new full-size cars.
21. 1:30 p.m. - Approve plat for Weston Lakes, Sections 1,2,3&4 in Prct. 4.
22. 1:45 p.m. - Drainage District Board will convene. (Separate agenda filed and posted.)
23. Approve directors for Fort Bend County L.I.D. #6 and determine per diem compensation for directors.
24. Approve bills.
25. Adjournment.

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

FILED FOR RECORD
TIME 3:00 PM
JAN 17 1985
County Clerk, Fort Bend Co., Tex.

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels Courthouse Annex, Richmond, Tx. on Thursday, Jan. 17 1985 at 3:10 p.m. by

...ving County Treasurer's Quarterly Report

IN THE MATTER OF THE QUARTERLY REPORT OF

Kathy Hynson
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,

.....Term, 19.....

On this 21 day of January A. D. 19 85, in ~~Regular~~ Special Session

of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of .....

.....Kathy Hynson..... Treasurer of Fort Bend County, Texas, for the Quarter

beginning on the 1st day of October A. D. 19 84..., and ending on the ~~31st~~

day of December A. D. 19 84..., filed herein on the ..... day of ..... A. D. 19 .....

and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE Date 10/01/84	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/84	OUTSTANDING INVESTMENTS	ENDING BALANCE 12/31/84
General	490,493.15	6,936,924.59I 1,208,371.62R 2,838,071.97I	3,803,322.13I 4,349,997.28D 963,095.74I	482,469.95	4,003,322.13	4,485,792.08
Road & Bridge	162,977.82	219,666.15R 231,851.43I	2,025,227.48D 125,793.92I	232,392.72	603,095.74	835,488.46
Insurance Escrow	28.70	32,302.00R	138,388.21D	.00	169,793.92	169,793.92
Tax Collector's	.00	738,315.61R	547,110.97I	191,204.64	547,110.97	738,315.61
Farm to Market & Lateral Road	20,254.80	1,270,088.05I 54,239.60R 250,214.30I	444,165.85I 665,250.58D 184,000.00I	235,166.02	181,165.85	416,331.87
Lateral Road	53.82	60,232.91R	115,770.18D	10,730.85	290,300.00	301,030.85
Revenue Sharing Trust Fund EP#13	38.84	188,686.81I 43.51R	107,438.03I 81,331.13D	.00	107,438.03	107,438.03
Revenue Sharing Trust Fund EP#14	1,235.61	190,629.83I 16,373.50R	170,549.46I 37,689.48D	.00	170,549.46	170,549.46
Revenue Sharing Trust Fund EP#15	318.13	384,766.92I 203,097.00R	481,531.10I 105,436.98D	1,213.97	381,531.10	382,745.07
County Law Library	54.16	62,961.63I 3,945.00R	61,345.38I 5,641.73D	(26.32)	65,645.38	65,619.06
Voter Registration	8,007.20	12,792.27I	12,700.00I 4,827.30D	3,279.17	.00	3,279.17
District Attorney's Bad Check Collection Fee	197.95	43,343.36I 4,775.00R	30,000.00I 8,618.87D	9,697.44	.00	9,697.44
District Attorney's Supplemental Salary	2.38	2,860.55R	2,832.51D	30.42	.00	30.42
District Attorney's U R E S A	150.00			150.00		150.00
Library Building Fund Available	7,112.74	2,893,400.00I	1,722,706.61I 1,173,806.13D	4,000.00	4,073,832.44	4,077,832.44
Briscoe Canal Flume Crossing	.00	166,686.42R	166,686.42D	.00	.00	.00
Library Donations	5.99	11,504.27I 1,216.60R	7,200.00I 478,122.25I	5,526.86	.00	5,526.86
Capital Improvements	120.14	732,667.04I	248,614.93D	6,050.00	873,122.25	879,172.25
Houston Lighting & Power Company	1,835.73	5,406.00R	4,626.12D	2,615.61	.00	2,615.61
Temporary Emergency Relief Program	1.43	5,928.00R	5,472.84D	456.59	.00	456.59
Margine Pustka Memorial	1.59	1,862.09I	1,800.00I	63.68	1,800.00	1,863.68
Juvenile Probation	4,784.18	57,120.28I 46,417.00R	72,527.04I 39,616.60D	(3,822.18)	44,527.04	40,704.86
Mary Ellen Grillo Memorial	8.21	1,262.09I	1,200.00I	70.30	1,200.00	1,270.30
Ambulance (Paramedics)	65.40	4,824.18I 60.00R	4,800.00I	149.58	4,800.00	4,949.58
Dist. Adult Probation	15,575.76	71,854.88I 101,424.25R	77,072.55I 117,790.64D	(6,008.30)	107,972.55	101,964.25
Adult Probation ISP	1,762.11	14,231.54I 15,547.31R	10,000.00I 16,155.23D	5,385.74	.00	5,385.74
Entex Contributions	1,046.96	723.00R	126.76D	1,643.20	.00	1,643.20
Road Bond Available	19.36	172,170.65I	172,190.01I	.00	172,190.01	172,190.01

And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

Witness our hands, this 21st day of January A. D. 19 85.

Sworn to and Subscribed before me, by Jodie E. Stavinoha County Judge, and Johnnie Pustka and Ben Denham and Alton Pressley and Bob Lutts County Commissioners of said Fort Bend County, each respectively, on this, the 21st day January A.D. 19 85.

M. Elaine Nowak

M. Elaine Nowak, Notary Public
Fort Bend County, Texas
My commission expires 4/9/85.

Jodie E. Stavinoha County Judge.

Commissioner Precinct No. 1.

Commissioner Precinct No. 2.

Commissioner Precinct No. 3.

Commissioner Precinct No. 4.

Order Approving County Treasurer's Quarterly Report

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IN THE MATTER OF THE QUARTERLY REPORT OF

.....
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,

.....Term, 19.....

On this ..... day of ..... A. D. 19....., in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of ...., Treasurer of Fort Bend County, Texas, for the Quarter beginning on the ..... day of ..... A. D. 19 ....., and ending on the ..... day of ..... A. D. 19 ....., filed herein on the ..... day of ..... A. D. 19 ..... and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE Date 10/01/84	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/84	OUTSTANDING INVESTMENTS	ENDING BALANCE
Old Richmond Road Acct. Prect. #3	10,933.36	- - -	10,900.00I 10,933.36D	(10,900 00)	10,900.00	- - -
Tara Road Fund Precinct No. 1	52.71	90,780.55I 46,577.09I	42,000.00I 27,395.75D	21,437.51	- - -	21,437.51
FICA Recovery	4,120.38	- - -	269.16D	3,851.22	- - -	3,851.22
Bail Bond Securities	90.05	1,000.00R	31,000.00I	16,667.14	- - -	16,667.14
Drainage District Dry Creek Bridge	405.51	47,241.81I	47,600.00I	47.32	47,600.00	47,647.32
First Colony MUD #2	16.62	84,694.18I	42,000.00I 42,710.80D	- - -	- - -	- - -
Mission West Park Fund	924.47	217,132.58I	218,057.05I	- - -	110,057.05	110,057.05
Unlimited Tax Road Bonds Series 1962-66 Sinking	1,628.85	3,221.26I 39.46R	3,200.00I	1,689.57	- - -	1,689.57
Limited Tax Jail Bldg Bonds Series 1979 Sinking	26,574.15	1,269.06R	26,900.00I	943.21	26,900.00	27,843.21
Courthouse Improvement Certificate of Obligation Sinking	7,466.46	747.23R	7,700.00I	513.69	7,700.00	8,213.69
Criminal Justice Planning	24,035.00	22,175.00R	24,035.00I	22,175.00	- - -	22,175.00
Department of Public Safety	.00	7,437.00R	- - -	7,437.00	- - -	7,437.00
Law Enforcement Officers' Standards & Education	4,250.00	3,995.00R	4,250.000	3,995.00	- - -	3,995.00
Compensation to Victims of Crime	16,112.50	15,342.00R	16,112.500	15,342.00	- - -	15,342.00
Drainage District Maintenance Available	70,351.58	2,688,938.32I 59,898.43R 60,040.29I	1,827,668.40I 909,931.900 79,422.09I	81,588.03	2,937,568.40	3,019,156 43
Payroll	672,025.46	4,515,560.92R	4,449,618.920	718,585.66	79,422.09	798,007.75
Fee Officers' Account	178,073.45	927,286.62R	917,779.360	187,580.71	- - -	187,580.71
Tax-Black	.00	5,116,972.83R	788,663.210	4,328,309.62	- - -	4,328,309 62
Total	1,733,212.71					
		33,169,215.84				
			28,320,725.93			
				6,581,702.62	15,019,544.41	21,601,247.03

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And that said amounts were received and paid out of each of the respective funds since the filing of the preceding Quarterly Report of said County Treasurer, and during the period above stated, and that the said separate amounts as therein shown are correct. IT IS THEREFORE FURTHER ORDERED, by the Court, that the said detailed report be, and the same is hereby, in all things approved, and the Clerk of this Court is hereby ordered to enter the said report, together with this order, upon the Minutes of the Commissioners' Court of Fort Bend County, Texas, and that the proper credits be made in the accounts of the said County Treasurer in accordance with this order.

Witness our hands, this 21st day of January A. D. 19 85.

Sworn to and Subscribed before me, by Jodie E. Stavinoha County Judge, and Johnnie Pustka and Ben Denham and Alton Pressley and Bob Lutts County Commissioners of said Fort Bend County, each respectively, on this, the 21st day January A.D. 19 85

M. Elaine Nowak

M. Elaine Nowak, Notary Public
Fort Bend County, Texas
My commission expires 4/9/85.

Jodie E. Stavinoha — County Judge.

Johnnie Pustka — Commissioner Precinct No. 1.

Ben Denham — Commissioner Precinct No. 2.

Alton Pressley — Commissioner Precinct No. 3.

Bob Lutts — Commissioner Precinct No. 4.

6. DISCUSS AND CONSIDER NON-TAXING HEALTH DISTRICT FOR FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, it is ordered to pursue the establishment of a non-taxing Fort Bend County Health District. (Recorded in minutes in full)

Dr. Nina Sisley representing Texas Department of Public Health Region eleven discussed the proposed health district.

7. MR. BILL MEITZEN, DISTRICT ATTORNEY, RE: REQUEST APPROVAL OF PAYMENTS FOR COURT REPORTER FEES FOR JUNE-DECEMBER GRAND JURY TRANSCRIPTS:

Passed.

8. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL FOR APPOINTMENT OF FIVE RESERVE DEPUTIES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following persons as reserve deputies for Constable Precinct #4:

Bradford Wyatt
Jack Nobblitt
Helen Luster

Richard Pring request appointment of three reserve deputies.

9. MS. KIM JONES, COUNTY HEALTH SANITARIAN, RE: REQUEST TO PURCHASE NEW PICKUP FOR HEALTH DEPARTMENT (FUNDS ARE AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve purchase of new pickup truck for Health Department from Russell & Smith Ford for one 1985 Ford F-150 plus optional equipment in the amount of $8,018.77. (Recorded in minutes in full).

Kim Jones request purchase of ½ ton pickup truck.

10. CONSIDER APPLICATION FOR VOLUNTEER E.M.S. PROVIDER STATUS, NORTH EAST FORT BEND COUNTY VOLUNTEER FIRE DEPARTMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the application to sponsor the organization of the North East Volunteer Fort Bend County Volunteer Fire Department for the purpose of providing EMS services.

11. CONSIDER REAPPOINTMENT OF ADDITIONAL MEMBERS TO LIBRARY BOARD:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to re-appoint Lillian Humpola to serve on the Fort Bend County Library Board. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to re-appoint Jamie Roberts and Angie Flores to serve on the Fort Bend County Library Board. (Recorded in minutes in full)

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xc: all Comm's
Dr. Culpepper
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Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Hermas L. Miller
Deputy Commissioner
Management and Administration

Public Health Region 11
1110 Avenue G
Rosenberg, Texas 77471
(713) 342-8685

Nina M. Sisley, M.D., M.P.H.
Regional Director

December 7, 1984

The Honorable Jodie Stavinoha
Richmond County Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

The completed study with recommendations for staffing and expansion of public health services in Fort Bend County is enclosed. At your request we have also addressed the county financed emergency medical service as well as medical care for the inmates of the County jail.

We realize that our recommendations may sound overwhelming and certainly will need to be implemented on a priority basis. However, it must be pointed out that Montgomery County with a comparable population currently has a full time director and a staff of 44 persons.

For your information I have attached a statement from Dr. Culpepper as to his views of needed health services in Fort Bend County.

We appreciate the opportunity to assist you and I will be glad to meet with you at your convenience to discuss the report.

Sincerely,

Nina M. Sisley

Nina M. Sisley, M.D., Director
Public Health Region 11

NMS:lfc

Attachment

BID ACCEPTANCE SHEET

DEPARTMENT: Health Department

PERSON MAKING REQUEST: Dr. W.E. Culpepper, Director

BID DATE: December 17, 1984

BID AWARDED TO:

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT
1. 1985 Ford F-150	6535.42
2. Automatic Transmission	472.17
3. Power Steering	219.70
4. Power Brakes	80.28
5. Tinted Glass	39.85
West Coast type mirrors	42.25
Air Conditioning	628.39
Gauges	33.88 (see bid sheet)
TOTAL AMOUNT:	
Rear Step Bumper	75.00
Radio	32.98
Short wheelbase	-140.15
	$8018.77

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(11)

MAIN LIBRARY

CAROLYN CONRAD LIBRARIAN
1001 LIBERTY STREET
RICHMOND, TEXAS 77469
713/232-6552 or 342-4455

FORT BEND COUNTY LIBRARY

BRANCHES

ALBERT GEORGE LIBRARY

ROSE HARPER, LIBRARIAN
9230 GENE STREET, P.O. BOX 507
NEEDVILLE, TEXAS 77461
713/793-4270

MAMIE GEORGE LIBRARY

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

November 27, 1984

Mr. Ben Denham
County Commissioner
Fort Bend County
Richmond, Texas 77469

Dear Mr. Denham,

According to the rotating rules established by the By-Laws of the Constitution of the Library Board, Lillian Humpola, who resides in your precinct, is being recommended for reappointment to the Board for another term. Her present term expires December 31, 1984.

Mrs. Humpola is willing to serve again, and we trust that our recommendation meets the approval of the Court.

Respectfully,

Richard D. Avery
Vice Chairman

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26 BRANCHES

MAIN LIBRARY

CAROLYN CONRAD LIBRARIAN
[illegible] LIBERTY STREET
RICHMOND, TEXAS 77469
[illegible] 232-3552 or 342-4455

FORT BEND COUNTY LIBRARY

ALBERT GEORGE LIBRARY

ROSE HARPER LIBRARIAN
9230 GENE STREET, P.O. BOX 597
NEEDVILLE, TEXAS 77461
713/793-4270

MAMIE GEORGE LIBRARY

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

November 27, 1984

Mr. Bob Lutts
County Commissioner
Fort Bend County
Richmond, Texas 77469

Dear Mr. Lutts,

According to the rotating rules established by the By-Laws of the Constitution of the Library Board, the terms of office of two members in your precinct are expiring December 31, 1984. They are Jamie Roberts and Angie Flores. They are both willing to serve on the board again.

We recommend that they be reappointed, and trust that our recommendation meets the approval of the Court.

Respectfully,

Richard D. Avery

Richard Avery
Vice Chairman

12. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $1,664.66 TO SANDERS & SANDERS ASSOC. INC. FOR LIBRARY INTERIOR DESIGN:

Moved by Commissioner Pustka Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of $1,664.66 to Sanders & Sanders Assoc.for Library Interior Design. Funds to come from Library Fund. (Recorded in minutes in full)

13. ACCEPT CHECKS FROM TOWN OF FULSHEAR IN THE AMOUNT OF $27,019.97 AND FROM CITY OF Simonton IN THE AMOUNT OF $10,000 AND REBUDGET INTO ROAD MATERIALS IN PRECINCT 4'S BUDGET:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept checks from Town of Fulshear in the amount of $27,019.97 and $10,000 from City of Simonton and rebudget into Precinct #4 ending balance.

14. CONSIDER APPLICATION FROM PLANTATION M.U.D. TO LAY WATER LINE AND INSTALL BRIDGE CROSSING 120 FT. DRAINAGE EASEMENT IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Plantation M.U.D. to lay water line and install bridge crossing 120 ft. drainage easement in Precinct #1 and accept bond in the amount of $149,876.00. (Recorded in minutes in full)

Pat Hogan representing Jones & Carter request approval of application as presented.

15. CONSIDER APPLICATION FROM CITY OF HOUSTON TO LAY WATER LINES CROSSING DITCH 1 & B AT COURT ROAD IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from City of Houston to lay water lines crossing Ditch 1 & B at Court Rd. in Precinct #2. (Recorded in minutes in full)

16. ADVERTISE FOR BIDS FOR UNDER-COUNTER FILING CABINETS FOR DISTRICT ATTORNEY'S OFFICE AND FOR STATION WAGON FOR FIRE MARSHALL (FUNDS ARE AVAILABLE):

Advertise for bids for under-counter filing cabinets for District Attorney's office:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Judge Stavinoha voting yes, Commissioner Denham and Commissioner Pustka absent for vote, it is ordered to advertise for bid for under-counter filing cabinets. Funds to come from EP-13 Interest.

Advertise for station wagon for Fire Marshall:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for station wagon for Fire Marshall. An emergency is declared - order vehicle in stock for delivery within 10 days after bid acceptance.

17. CONSIDER UTILIZATION OF THE FORMER GRAYLESS BUILDING:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that utilization of the former Grayless Building be referred to the Office Space Committee.

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Invoice No: 16

Sanders & Sanders Associates, Inc.
Architects • 2405 Bartlett
Houston, Texas 77098
713 522-9733

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

Date: 7 January 1985

Re: Fort Bend County Library

Project No: 83011

For Professional Services during the month of December

Furniture Specifications and revisions, meeting with Commissioners		
	21.5 hrs. @ 75.00	$1,612.50
	.5 hrs. @ 31.19	15.60
		1,628.10
Expenses		36.56
	TOTAL	$1,664.66

Fee Summary: 74% of $75,000.00

Paul H. Sanders, Jr. AIA

(14)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 21 day of January, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Plantation Municipal Utility District dated December 26, 1984, permit no. 80633 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucera
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed back 1/22/85

00017 (15)

26

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 21 day of January, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of The City Houston dated January 8, 1985, permit no. 80634 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Frank L Kocher
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed back 1/22/85

00018

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

TO COUNTY OF FORT BEND

PRECINCT NO. Q
PERMIT NO. 80634

Formal notice is hereby given that The City Of Houston, propo to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or acros the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Case
F.B.C.D.E.	On court road approx. 400' east of Blue Ridge	150'	Open	Cut		
F.B.C.D.E.	On court road approx. 225' West of Chimney Rock	120'	Open	Cut		

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

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

General Description

16" steel water main crossing of Fort Bend County drainage easements at court road approximatately 400' east of Blue Ridge, and 225' West of Chimney Rock.

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

NOTICE

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

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

COMPANY NAME: City Of Houston
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/wee

Lewis B. Seward
(Signature)
Final 1.9.85

NAME & TITLE Lewis B. Seward- Acting Asst
(Please Print) Direct
Dept. Of Public Works

DATE: 1-8-85

ADDRESS Water Engineering- P.O. Box 1560
(Street/P.O. Box)

Houston Texas 77251
City State Z

TELEPHONE NO: 222-4551

PROJECT NO. 9561

18. MEET IN CLOSED SESSION TO DISCUSS LITIGATION, LAND AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E),(F),& (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

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

No action taken.

20. 1:30 P.M. - OPEN BIDS FOR ONE OR MORE NEW FULL-SIZE CARS:

The following bids were presented to Commissioner's Court for review.

A)	LaMarque Ford 1985 Ford LTD Crown Victoria	$ 9,869.56
B)	Joe Denton Buick 1985 Buick LaSabre Custom	$ 10,935.89
C)	Ashcraft Lincoln Mercury 1985 Mercury Marquis	$ 12,227.47
D)	Helfman Ford 1985 Ford Crown Victoria	$ 10,535.55
E)	George Pharis 1985 Chevrolet Impala	$ 10,312.00
F)	LeBlanc Waldrop 1985 Grand Fury	$ 9,870.00
G)	Joe Hubenak 1985 Chevrolet Impala	$ 10,390.37
H)	East Bernard Ford 1985 Ford Crown Victoria	$ 10,547.55

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to accept bid from LaMarque Ford for 1985 Ford LTD Crown Victoria for Precinct #3. Breakdown as follows:

1985 Ford LTD Crown Victoria		
Base price	$	9,869.56
plus optional equipment	+	105.98
Total	$	9,975.54

21. 1:30 P.M.- APPROVE PLAT FOR WESTON LAKES, SECTIONS 1,2,3 & 4 IN PRCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Weston Lakes, Section 1,2,3 & 4 in Precinct #4. Plat, Tax Statement and Bond was presented to the court. (Recorded in minutes in full)

22. 1:45 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA FILED AND POSTED):

See attached Drainage District Board minutes.

23. APPROVE DIRECTORS FOR FORT BEND COUNTY L.I.D. #6 AND DETERMINE PER DIEM COMPENSATION FOR DIRECTORS:

Approve directors for Fort Bend County L.I.D. #6:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting to abstain it is ordered to appoint the following persons to serve as Directors for Fort Bend Co. L.I.D.#6: (Recorded in minutes in full)

Joseph Bailey Benes
Franklin R. Schodek
Claude L. Berry

Determine per diem compensation for directors:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting to abstain, it is ordered to set per diem for directors of L.I.D.#6 at $50.00 per day, not to exceed $200.00 per month, plus expenses.

24. APPROVE BILLS:

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

25. RECESS:

Commissioners' Court recessed at 11:40 a.m.

26. RECONVENE:

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

27. RECESS:

Commissioners' Court recessed at 2:15 for Drainage District Meeting.

28. RECONVENE:

Commissioners' Court reconvened at 2:40 p.m.

29. RECESS:

Commissioners' Court recessed 5:10 p.m. until 1:00 p.m. on January 23, to approve bills.

30. ADJOURNMENT:

Commissioners' Court adjourned at 4:30 p.m. Wednesday, January 23, 1985.

ORDER APPOINTING DIRECTORS FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6,
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas, on the 2nd day of July, 1985, the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, created Fort Bend County Levee Improvement District No. 6, of Fort Bend County, Texas (the "District"); and

WHEREAS, Section 57.051 of the Texas Water Code, as amended, provides that: "The commissioners court which creates a levee improvement district under this chapter, by majority vote, shall appoint directors for the district."; and

WHEREAS, the Commissioners' Court finds that Franklin R. Schodek, Claude L. Berry, and Joseph Bailey Benes are each and all qualified property taxpaying electors of Fort Bend County, Texas, and are eligible under the constitution and laws of the State of Texas to serve as members of the Board of Directors of the District; and

WHEREAS, the bonds and oaths of office of Franklin R. Schodek, Claude L. Berry, and Joseph Bailey Benes will be presented to the County Judge after the organization of the Board of Directors of the District in proper form and properly executed to be entered in the records of the County Clerk and retained in the County Clerk's files;

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Commissioners' Court of Fort Bend County, Texas, that:

Section 1: The foregoing recitals be and the same are hereby found to be true and correct.

Section 2: The Commissioners' Court of Fort Bend County hereby appoints Franklin R. Schodek, Claude L. Berry, and Joseph Bailey Benes as directors of Fort Bend County Levee Improvement District No. 6, of Fort Bend County, Texas.

Section 3: Upon receipt, the Clerk of the Fort Bend County Commissioners' Court shall enter the aforementioned bonds and oaths of office in the records of her office and retain the same in her files.

Section 4: A copy of this Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 21st day of January, 1985.

/s/ Jodie Stavinoha
County Judge

/s/ Johnnie Pustka
Commissioner, Precinct No. 1

/s/ Ben Denham
Commissioner, Precinct No. 2

/s/ Alton Pressley
Commissioner, Precinct No. 3

/s/ Bob Lutts
Commissioner, Precinct No. 4

ATTEST:

/s/ Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County,
Texas

(SEAL)

PROPOSED DIRECTOR
FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

Name: Claude L. Berry
Address: 1806 Hawthorne
Richmond, Texas 77469

Telephone: Office - 342-5651
Home - 232-4915

Birthdate: November 7, 1928

Employer: First City National Bank of Richmond
700 Jackson
P. O. Box 220
Richmond, Texas 77469

Are you a resident of Fort Bend County?
yes How long? 3 years

Harris County resident for three years.

Are you a resident of the State of Texas?
yes How long? over 20 years

Are you a qualified voter in Fort Bend County? yes

Do you own property within the Fort Bend County Levee Improvement District No. 6? no

Are you affiliated with or related to the following:

The Mischer Corp.	no
Espey, Huston	no
Vinson & Elkins	Bank Corp. (indirect)
Fort Bend County	no

Do you serve on any other political organization or entity?
no

Are you a director, officer or employee of any public entity? no

PROPOSED DIRECTOR
FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

Name: Joseph Bailey Benes
Address: 1710 Magnolia
Richmond, Texas 77469

Telephone: Office - 342-5762
Home - 342-3386

Birthdate: November 9, 1942

Employer: Self-Employed
606 S. 11th
Richmond, Texas 77469

Are you a resident of Fort Bend County?
yes How long? 19 years

Are you a resident of the State of Texas?
yes How long? 42 years

Are you a qualified voter in Fort Bend County? yes

Do you own property within the Fort Bend County Levee Improvement District No. 6? no

Are you affiliated with or related to the following:

The Mischer Corp.	no
Espey, Huston	no
Vinson & Elkins	no
Fort Bend County	no

Do you serve on any other political organization or entity?
no

Are you a director, officer or employee of any public entity? no

PROPOSED DIRECTOR
FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

Name: Franklin R. Schodek
Address: 2103 Dowling
Richmond, Texas 77469

Telephone: Office - 342-2241
Home - 232-3400

Birthdate: January 2, 1937

Employer: Henry Steinkamp, Jr., Inc.
909 5th
Rosenberg, Texas 77471

Are you a resident of Fort Bend County?
yes How long? 48 years

Are you a resident of the State of Texas?
yes How long? 48 years

Are you a qualified voter in Fort Bend County? yes

Do you own property within the Fort Bend County Levee Improvement District No. 6? no

Are you affiliated with or related to the following:

The Mischer Corp.	no
Espey, Huston	no
Vinson & Elkins	no
Fort Bend County	no

Do you serve on any other political organization or entity?
no

Are you a director, officer or employee of any public entity? no

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 21ST day of January, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. CONSIDER APPROVAL OF DRAINAGE AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND DEVELOPERS OF THE LONG POINT WATERSHED:

   Postponed.

2. DISCUSS MONTHLY DRAINAGE REPORT:

   Drainage report for the month of December was discussed. (Recorded in minutes in full)

3. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered that Drainage District be adjourned at 2:40 p.m. Monday, January 21, 1985.

COUNTY OF FORT BEND

Drainage District

Stanley L. Kucherka, Jr. P. E., Chief Eng. & Mgr.
Blaine Kinnebrew, Asst. Eng. - David W. Jalowy, Asst. to Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

Monthly Report

December, 1984

The removal of vegetation from streams during December consisted totally of shredding operations. The application of herbicides to grasses and weeds would have been ineffective because most or all species were in a dormant state. All of the District's boom mounted herbicide equipment was replaced during December with rotary cutters and used for shredding.

Drainage District shredders cut on a total of 15 streams.

Work continued on Big Creek during December with 4 slopemowers and 2 top tractor shredders. These 6 machines were split into 2 groups of 2 slopemowers and 1 top tractor with one group working the lower part of the stream between F.M. 762 and Sawmill Road. The other group worked the area just upstream and downstream of F.M. 2977 (Minonite Road).

Another group of 3 tractors finished shredding the streams in the area South of F.M. 1462. The last 2 streams worked were Turkey Creek Laterals II-A-2-a and II-A-2-c.

During the middle of the month work began on Buffalo Creek. Two groups of tractors were also used here. One worked in the F.M. 442 area, while the other worked further upstream in the vicinity of Huberneck Road.

Other major streams that received work were Flewellen Ditch II-E-10 and Willow Fork of Buffalo Bayou V-A.

Work on the former EMS Building was very limited during December. Work consisted primarily of setting electrical boxes and running E.M.T. conduit.

During the last week of the month we began to put panneling back on the walls.

There were 2 short periods of wet weather during December. During those periods is when the herbicide equipment was changed to shredders. Also during this time we began to strip and re-finish several of our water trucks and their tanks. This equipment was beginning to show signs of rust penetration and therefore needed repainting.

Surveying consisted of major studies of Cow Creek, Turkey Creek I-D, and Snake Creek Lateral I-C-2, as well as several small projects in Precinct #2 and routine grade establishment on all current draglining operations.

Work continued on the bridge across Big Creek at Pleak Road. When completed this will be a 28' wide by 150' long timber bridge and is designed to facilitate the flow of Big Creek after excavation to the 100 year frequency capacity.

Work also began on a drop structure on Dutch John Creek just upstream of its confluence with Big Creek. This structure consists of 2 - 84" diameter risers with 140 feet of 72" diameter barrels and is designed to eliminate further erosion of Dutch John Creek as it approaches the deeper Big Creek as well as to protect the South embankment of Worthington Lake.

The excavation of Briscoe Ditch II-GG-1 was completed in December. The leveling of spoil dirt still remains to be done before the project will be totally completed.

The Old Richmond Road Storm Sewer Pipe also was completed in December. The District's Northwest 41 Dragline had worked on this project.

Work continued on Rabbs Bayou II-D with both District and contract equipment. A total of over 30,000 cubic yards were removed. Spoil dirt spreading is being done simultaneously.

The Ditch H project continued with Rebel Contractors removing 47,000

cubic yards while District Bulldozers provided support in order to keep spoil dirt from slowing the progress of the dragline.

The following charts show where each of the District's equipment worked during December, 1984.

Shredder Report

Arcola R.R. Ditch	
106	12/12-12/21
126	12/12-12/21
Big Creek II-B	
109	12/1-12/31
110	12/1-12/31
122	12/1-12/31
127	12/1-12/31
146	12/1-12/31
154	12/1-12/31
Buffalo Creek II-B-3	
102	12/12-12/21
103	12/17-12/31
120	12/17-12/31
123	12/12-12/21
125	12/12-12/31
130	12/12-12/31
147	12/12-12/31
Cottonwood Creek II-B-24	
101	12/12-12/31
108	12/12-12/31
149	12/12-12/31
Cow Creek II-A	
101	12/1-12/11
102	12/1-12/11
103	12/1-12/14
144	12/10-12/11
149	12/1-12/11
Ditch A	
111	12/1-12/4
121	12/1-12/4
Ditch B-1-A	
111	12/17-12/31
121	12/17-12/31

Shredder Report (Continued)

Flewellen Ditch II-E-10

112	12/11-12/5, 12/10-12/31
118	12/1-12/31
156	12/3-12/31

Gapps Slough II-B-10-a

119	12/1-12/31
124	12/1-12/31
129	12/1-12/31
142	12/1-12/31

Mayfair Park

111	12/6-12/14
121	12/6-12/14

Means Ditch

107	12/21-12/31
117	12/18-12/31
128	12/3-12/13

Oyster Creek II-K

106	12/26-12/31
126	12/26-12/31

Turkey Creek Lateral II-A-2

123	12/1-12/5
130	12/1-12/5
147	12/1-12/5

Turkey Creek Lateral II-A-2-c

123	12/6-12/11
130	12/6-12/12
147	12/6-12/11

Willow Fork of Buffalo Bayou V-A

105	12/1-12/31
113	12/1-12/21
158	12/1-12/31

Heavy Equipment Report

Big Creek Lateral II-B-6	
Northwest 41 Dragline	12/20-12/31
Briscoe Ditch II-GG-1	
LinkBelt LS-128 Dragline	12/1-12/17
Court Road Ditch	
Koehring 305 Dragline	12/1-12/6
Ditch H	
Fiat Allis FD-16 Bulldozer	12/1-12/31
Dry Creek II-B-5	
Fiat Allis FD-20 Bulldozer	12/1-12/26
Fiat Allis FD-30 Bulldozer	12/1-12/31
Dutch John Drop Structure	
LinkBelt LS-128 Dragline	12/18-12/31
Caterpiller D-6 Bulldozer	12/3-12/31
Old Richmond Road	
Northwest 41 Dragline	12/1-12/19
Pleak Road Bridge	
Link Belt LS-98A Dragline	12/1-12/31
Rabbs Bayou II-D	
Northwest 9570 Dragline	12/1-12/31
FiatAllis FD-20 Bulldozer	12/1-12/31
International TD-25E Bulldozer	12/1-12/31

Heavy Equipment Report (Continued)

Turkey Creek I-D

Ruston Bucyrus RB-22 Dragline 12/27-12/31

00034

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AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, JANUARY 28, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 21, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Presentation of Tax Assessor/Collector's Annual Report.

5. Review fee officers' monthly reports.
and NON-FEE

6. Approve agency agreements for part-time use of office space at United Way Service Center, Stafford, for County's Indigent Care and Health Departments.

7. Consider approval of improvements to office space for District Clerk.

8. 10:00 a.m. - Hold public hearing on petition to create Fort Bend County Levee Improvement District #12.

9. Consider action on correcting erosion and providing cover at landfill.

10. Consider amending Vehicle Maintenance Dept. budget for a clerk.

11. Discuss possible provisions in Fort Bend County subdivision regulations.

12. Consider appointment of directors to Sienna Levee District.

13. Rebudget $31.03 from Texaco into FMLR Oil & Gas line item and $1.08 from First National Bank of Eagle Lake into FMLR Repairs & Parts-Prct. 2

14. Advertise for bids for pickup trucks for Animal Control Dept. (funds are available).

15. Accept bids previously opened for one or more new tractors and one or more new shredders.

16. Meet in Closed Session to discuss land acquisition as authorized by Article 6252-17, Section 2 (f), Vernon's Texas Civil Statutes.

17. Take action on any items discussed in Closed Session.

18. 1:30 p.m. - Open bids for the following: (1) Comprehensive group health insurance, (2) Comprehensive general liability insurance, (3) Comprehensive automobile liability insurance (4) Umbrella liability insurance, (5) Law enforcement officers liability insurance, (6) Workers compensation insurance, (7) One or more new dump trucks with beds, with or without trade-in, (8) Barbecue pit at the Fairgrounds (9) Word processing equipment, and (10) One or more new station wagons.

19. 2:00 p.m. - Drainage District Board will convene. (Separate agenda filed and posted.

20. Adjournment.

FILED FOR RECORD
NO. ____ TIME 2:45 AM PM
JAN 24 1985
Elaine Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 24, 1985 at 2:55 p.m. by N. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JANUARY 28, 1985
2:00 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, January 28, 1985 at 2:00 p.m. to consider the following:

1. Mr. Sid Berry, re: drainage.

2. Consider approval of drainage agreement between Fort Bend County Drainage District and developers of the Long Point Watershed.

3. Adjournment.

FILED FOR RECORD
at 2:45 P.M.
JAN 24 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 24, 1985 at 2:55 p.m. by D. Lindley.

SPECIAL SESSION

BE IT REMEMBERED That on this 28TH day of January, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF JANUARY 21, 1985 :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of January 21, 1985 be approved.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contract as follows:

Republic Bank of Richmond to pledge $300,000 U.S. Treasury Notes due May 31, 1985, receipt #16686.

Republic Bank of Richmond to pledge $6,500,000. on various pledges due on various days and receipts.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers of $100,000 from Precinct #1 "Right of Way" into "Purchase of Property" 0801-0047-1069. (Recorded in minutes in full)

4. PRESENTATION OF TAX ASSESSOR/COLLECTOR'S ANNUAL REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to accept the Tax Assessor/Collector's Annual Report as presented. (Recorded in minutes in full)

Marsha Gaines presented for acceptance the Tax Assessor/Collector's Annual reports for January 1981 - June 1983.

5. REVIEW FEE AND NON-FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept December 1984 Fee and Non-Fee Officers' Monthly Reports as presented. (Recorded in minutes in in full)

Joyce Tompkins presented Fee and Non-Fee Officers' Monthly Reports for approval.

co clk

c/c 1-28-85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
Republic Bank Richmond

RELEASE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

RELEASE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

PLEDGE $ 300 000 U.S.

TREASURY ~~BILLS~~ Notes DUE 5-31-85

RECEIPT # 16604.

PLEDGE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

00038

26

(2)

c/c
1-28-85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
Republic Bank Richmond

RELEASE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

RELEASE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

see attached;

PLEDGE $ 6,500,000 U.S.

Various Pledges

~~TREASURY BILLS~~ DUE Various

RECEIPT #_____.

PLEDGE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

00039

RepublicBank Brownwood

Edward B. Swanson
Vice President & Controller

January 15, 1985

Ms. Felisa Torres
RepublicBank Dallas
Safekeeping Division
P. O. Box 2921
Dallas, TX 75221

Dear Felisa:

Please pledge the following bonds to Fort Bend County issuing us receipt of same:

		Safekeeping
$1,000,000	U.S. Treasury Notes 14.125% due 05/15/85	154169
1,000,000	U.S. Treasury Notes 9.75% due 11/15/85	151940
1,000,000	U.S. Treasury Notes 9.875% due 12/15/86	154757
500,000	U.S. Treasury Notes 12.625% due 05/31/86	195481
1,000,000	U.S. Treasury Notes 10.00% due 12/31/86	151941
500,000	FHLB 11.70% due 04/25/86	193328
500,000	FNMA 12.90% due 10/10/86	200894
500,000	U.S. Treasury Notes 10.875% due 02/15/87	189846
500,000	FNMA 11.05% due 02/10/87	188607
$6,500,000		

Thank you for your help and cooperation.

Sincerely,

Edward B. Swanson

EBS:bb

cc: Mr. Steve Owens
RepublicBank Houston
P. O. Box 299005
Houston, TX 77299

Mr. Pat Shelbourne
Controller
RepublicBank Richmond
P. O. Box 579
Richmond, TX 77469

Mr. Jim Stubbs
RepublicBank Dallas
P. O. Box 225961
Dallas, TX 75265

#3

26 1

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

On this the 28 day of January, 1985, at a Special Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-wit:

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

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

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

AYES: _____

NAYES: _____

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

ROAD & BRIDGE, PCT #1 Dept.	FROM	TO	INCREASE (DECREASE)
08-01-0047-7009 Right of Way	*100,000.00*	*-0-*	*[100,000.00]*
08-01-0047-1069 Purchase of Property	*-0-*	*100,000.00*	*100,000.00*

DATE: 1-28-85

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

000414

L 26

MS. KATHY NORVELL BLACK

TAX ASSESSOR-COLLECTOR

STATE OF TEXAS **COUNTY OF FORT BEND**

P.O. BOX 399
RICHMOND, TEXAS
77469

January 4, 1985

To: Commissioner's Court

From: Ms Kathy Norvell Black

Subject: 1980 - 1983 Annual Reports

The enclosed Annual Reports have been audited by the Fort Bend County Auditor's Office, and to the best of my knowledge are fully completed and closed. The following list is a complete inventory of all records filed in my office for 1980 - 1982:

January 1, 1981 - June 30, 1983

- Columnar Pads
- Broad Books
- Use as Books & Forms
- Daily Tapes
- Check Books:
  - Highway Regular, Suspense, Refund, & Title
  - Tax Regular, Suspense, Refund, Oil & Gas, Delinquent
  - Beer & Liquor
- Receipts:
  - Current
  - Delinquent
  - Supplemental
  - Error Off
- Monthly Reports for January 1981 - June 1983
- Tax Rolls:
  - Current
  - Delinquent
  - Supplemental
  - Error Off

00042

26

1980 - 1983 Annual Reports January 4, 1985

Daily Disbursement Sheets with Treasurer's Receipts
from January 1981 - June 1983
Daily Balance Sheets from January 1981 - June 1983
Budget Files
Employee Files

I, Ms Kathy Norvell Black, certify that the above is true and correct.

Ms Kathy Norvell Black by pw
Ms Kathy Norvell Black

I, Joyce Tompkins, Fort Bend County Auditor, certify that my office completed our Audit for the enclosed Annuals of 1980-1982, and find the same correct and closed.

Joyce Tompkins
Joyce Tompkins
Fort Bend County Auditor

Given in Court this the 28 Day of January 1985.

John E. Stavinoha
County Judge Stavinoha

Commissioner Pustka

Commissioner Denman

Commissioner Pressley

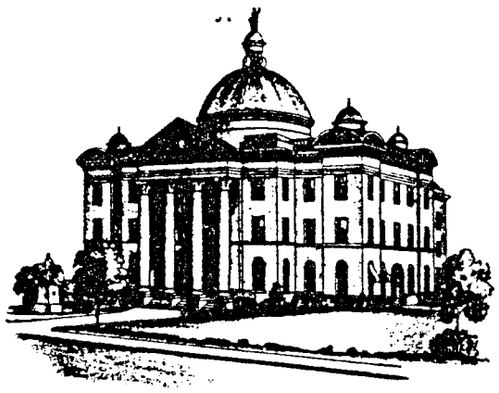
Commissioner Lutts

Attest: Diane Wilson
Diane Wilson, Fort Bend County Clerk

00043

26

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 28, 1984

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of December 1984. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1984.

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

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of Dec. 1984 be approved as recommended by the County Auditor in her letter of January 28, 1984.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Marjorie Bohle, Animal Control
G. H. Hart, Sanitary landfill
Carolyn Conrad, Library
Hopie Solomon, Indigent Care
Hal Husbands, Fairgrounds
A E "Al" Dobson, Adult probation
Mary Phillips, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly

Joyce Tompkins

Joyce Tompkins
County Auditor

FBC AUDITOR'S FORM 1054

00044

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NON-FEE OFFICER'S REPORT

COMMISSIONERS' COURT

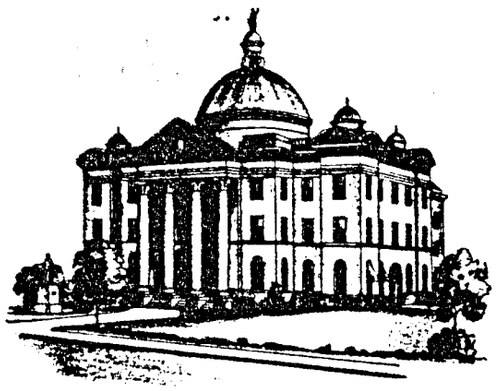
DECEMBER 1984

CHILD SUPPORT	1344.00
HEALTH AND SANITATION	33.00
AMBULANCE	8033.98
ANIMAL CONTROL	494.00
SANITARY LANDFILL	65,920.36
LIBRARIES	1972.72
INDIGENT CARE	40.00
FAIRGROUNDS	3267.50
ADULT PROBATION (FUND 99)	14,602.00
JUVENILE PROBATION	280.00
COUNTY ENGINEERING	350.00
BAIL BOND BOARD	-0-
TOTAL FOR THE MONTH	96,337.56

126 - 1

JOYCE TOMPKINS

COUNTY AUDITOR



STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

JANUARY 28, 1984

Commissioners Court
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers indentified below for the month of December 1984 We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

Internal Controls Audit was conducted on the four Justices of the Peace in order to determine whether each office is following the prescribed accounting procedures in order to safeguard the assets against loss from unauthorized use or disposition and to test the reliability of their financial records in preparing their monthly reports.

We believe that all internal controls now exercised by the justices of the peace are in compliance with the prescribed procedures and are adequate in providing reasonable assurance of proper recording of financial transactions.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1984.

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

Moved by Commissioner, second by Commissioner, duly put and carried, it is ordered that the monthly report of fees collected by Fee Officers identified below for the month of December 1984 be approved as recommended by the County Auditor in her letter of January 28,1984.

William Meitzen, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wleczyk, District Clerk
Ervin Hurta, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
Jim Scott, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
Wesley Oberhoff, Constable Pct. 2
Robert Parker, Constable Pct. 3
Richard P.Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins
County Auditor

FEE OFFICERS REPORT

COMMISSIONERS COURT

DECEMBER 1984

00047

26

OFFICER	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	746.50			746.50
County Clerk				
Civil 964.00				
Criminal 4662.50	56,029.40	16,695.25	15,001.44	87,726.09
District Clerk				
Civil 9835.00				
Criminal 1042.00	12,081.50	1839.50	36,776.55	50,697.55
Tax Collector	68,700.12			68,700.12
District Atty.	6844.15			6844.15
Sheriff				
Civil 12,858.52				
Criminal 175.00	13,033.52		45,072.55	58,106.07
J.P.#1				
Civil 116.00				
Criminal 19,753.18	19,869.18		4074.35	23,943.53
J.P.#2-1				
Civil 623.00				
Criminal 1446.00	2069.00		1992.00	4061.00
J.P.#2-2				
Civil 21.00				
Criminal 13,481.25	13,502.25		2988.75	16,491.00
J.P.#3				
Civil 113.00				
Criminal 10,584.50	10,700.75		3073.50	13,774.25
J.P.#4				
Civil 126.00				
Criminal 14,943.00	15,104.70		5403.00	20,507.70
Constable #1	5001.00			5001.00
Constable #2	1947.00			1947.00
Constable #3	8032.90			8032.90
Constable #4	125.00			125.00
TOTAL	233,786.97	18,534.75	114,382.14	366,703.86

* County Revenues deposited into the General Fund.

** County Reveneus deposited into the Road & Bridge Fund.

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

**** Misc. Fees for the Dist. Attorny are revenues deposited into the D.A. Bad Check Fund.

6. APPROVE AGENCY AGREEMENTS FOR PART-TIME USE OF OFFICE SPACE AT UNITED WAY SERVICE CENTER, STAFFORD, FOR COUNTY'S INDIGENT CARE AND HEALTH DEPARTMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve agreements for part-time use of office space at United Way Service Center in Stafford for County's Indigent Care and Health Departments. Funds to come from County Health Department. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF IMPROVEMENTS TO OFFICE SPACE FOR DISTRICT CLERK:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve improvements to office space for District Clerk's office. Work to be done by internal maintenance department.

8. 10:00 A.M. - HOLD PUBLIC HEARING ON PETITION TO CREATE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #12:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to continue the public hearing on February 4 at 10:00 a.m.

Representatives from the law firm of Reynolds, Allen & Cook Inc. were present for public hearing.

Bennie Wleczyk landowner, questioned the drainage plans for the proposed levee.

9. CONSIDER ACTION ON CORRECTING EROSION AND PROVIDING COVER AT LANDFILL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to declare an emergency and advertise for bids to cover and or seeding at the landfill. Bids to be opened February 4, 1985.

Archie Peterson representing G.H. Hart Inc. discussed the erosion and cover at the landfill.

10. CONSIDER AMENDING VEHICLE MAINTENANCE DEPARTMENT BUDGET FOR A CLERK:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve new clerk for Vehicle Maintenance Department effective February 1, 1985 at $900.00 per month plus benefits. Funds to come from Contingency Fund - an emergency is declared.

11. DISCUSS POSSIBLE PROVISIONS IN FORT BEND COUNTY SUBDIVISION REGULATIONS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to post a public notice in newspaper to advertise the proposed changes made in the Fort Bend County subdivision regulations.

12. CONSIDER APPOINTMENT OF DIRECTORS TO SIENNA LEVEE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley voting to abstain, it is ordered

United Way Service Center
of Fort Bend County
10435 Greenbough Dr., Suite 200
Stafford, Texas 77477

(6)
00049

United Way 26
of the Texas Gulf Coast

January 8, 1985

Ms Hopie Solomon, Director
Ft. Bend County Welfare Dept.
500 Liberty, Courthouse Annex Rm 207
Richmond, Texas 77469

Dear Ms Solomon:

Per our conversation of January 7, 1985, the County Welfare Dept has been approved admission to the United Way Service Center. There will be a fee of $50.00 per month for the utilization of one office with one telephone. The telephone service is provided except for long distance calls, for which you will be charged.

Enclosed is an agency agreement that needs to be completed and returned. Also, you must complete the Admission Guideline forms and return them. Once these forms are received in our office, we will establish a date for your entry into the Center.

If you have any questions, or if I can assist you in any way, please call me at 499-5681.

Sincerely,

Steve Waldner, Director
United Way Service Center
of Fort Bend County

cc: Mr. Sam Dick, Chairman UWSC Advisory Committee

John B Utsey, Chairman; Thomas H Wilson, President; Robert C Hanna, Vice President; Carolyn Dineen Randall, Secretary and Treasurer

1010 Waugh Drive P.O. Box 13668 Houston, Texas 77219 (713) 529-5913

United Way of America

00050 26

United Way Service Center
of Fort Bend County
10435 Greenbough Drive
Bldg II, Suite 200
Stafford, Texas 77477

NOV 28 1984

United Way
of the Texas Gulf Coast

November 26, 1984

Ms Marcy Reeve - RNBS
County Health Nurse
Ft. Bend County Health Dept.
P.O. Box 668
Rosenberg, Texas 77471

Dear Ms Reeve:

The Advisory Committee of the United Way Service Center of Ft. Bend County met on October 9, 1984 to review your request for office space in the Service Center. There was discussion on this subject and a motion was approved to grant the Ft. Bend County Health Department admission to the Service Center beginning January 1, 1985. There will be a fee of $50.00 per month for the utilization of one office with one telephone. The telephone service is provided except for long distance calls for which you will be charged.

Enclosed is an Agency Agreement that needs to be completed and returned before January 1, 1985. Also, to determine your eligibility you must complete the Admission Guidelines and return it to this office. To simplify this procedure, an Admissions Guideline form is attached. This form corresponds with the questions of the Admission Guidelines Criteria.

If you have any questions, please give me a call at 499-5681.

Sincerely,

Steve Waldner, Director
United Way Service Center
of Fort Bend County

SW:b

cc: Mr. Ernest Stokey, Chairman Advisory Committee
United Way Service Center of Ft. Bend County

John B. Utsey, Chairman; Thomas H. Wilson, President; Robert C. Hanna, Vice President; Carolyn Dineen Randall, Secretary and Treasurer

1010 Waugh Drive P.O. Box 13668 Houston, Texas 77219 (713) 529-5913

® United Way of America

to reappoint the following persons to serve a one year term as directors of the Sienna Levee District: (Recorded in minutes in full)

Michael B. O'Connell
Floyd L. Dellinger
Perry R. Senn

13. REBUDGET $31.03 FROM TEXACO INTO FMLR OIL & GAS LINE ITEM AND $1.08 FROM FIRST NATIONAL BANK OF EAGLE LAKE INTO FMLR REPAIRS & PARTS, PRCT.#2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and uanimously carried, it is ordered to rebudget $31.03 from Texaco into FMLR Oil & Gas line item and $1.08 from First National Bank of Eagle Lake into FMLR Repairs & Parts, Precinct 2.

14. ADVERTISE FOR BIDS FOR PICKUP TRUCKS FOR ANIMAL CONTROL DEPARTMENT (FUNDS ARE AVAILABLE):

Postponed until a later date.

15. ACCEPT BIDS PREVIOUSLY OPENED FOR ONE OR MORE NEW TRACTORS AND ONE OR MORE NEW SHREDDERS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept bid from Brazos Equipment for three new tractors in the amount of $9,169.00 each and accept from Dub Miller Ford three 6ft. shredders in the amount of $1,215.00 each with optional equipment for Drainage District Department. (Recorded in minutes in full)

16. MEET IN CLOSED SESSION TO DISCUSS LAND ACQUISITION AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (F), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

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

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve purchase of 10.509 acres, Abstract #49 in Fort Bend County for Precinct #1 Road & Bridge Maintenance Facility from George Foundation at a cost of $100,000.

18. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) COMPREHENSIVE GROUP HEALTH INSURANCE, (2) COMPREHENSIVE GENERAL LIABILITY INSURANCE, (3) COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE (4) UMBRELLA LIABILITY INSURANCE, (5) LAW ENFORCEMENT OFFICERS LIABILITY INSURANCE, (6) WORKERS COMPENSATION INSURANCE, (7) ONE OR MORE NEW DUMP TRUCKS WITH BEDS, WITH OR OR WITHOUT TRADE-IN, (8) BARBECUE PIT AT THE FAIRGROUNDS (9) WORD PROCESSING EQUIPMENT , AND (10) ONE OR MORE NEW STATION WAGONS:

Open bids for comprehensive group health insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, umbrella liability insurance, law enforcement officers liability insurance, workers compensation insurance:

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

A) Blue Cross/Blue Shield
B) Insurance Management Inc.
C) Council-Covell Insurance
D) Milton Goodwin Insurance
E) Security Life of Denver

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

CERTIFICATE FOR ORDER

We, the undersigned officers of the Commissioners' Court (the "Court") of Fort Bend County, Texas, (the "County") do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED the 28 day of January, 1985.

Dianne Wilson
County Clerk

John E. Stavinoha
County Judge

(COMM. CT. SEAL)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 28th day of January, 1985, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner, Precinct No. 1
Ben Denham	Commissioner, Precinct No. 2
Alton Pressley	Commissioner, Precinct No. 3
Bob Lutts	Commissioner, Precinct No. 4
Dianne Wilson	County Clerk

and all of said persons were present, except _____
_____.

Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER APPOINTING DIRECTORS FOR
SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT
OF FORT BEND COUNTY, TEXAS

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: All present

NOES: None

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

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ORDER APPOINTING DIRECTORS FOR
SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has heretofore appointed Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas (the "District") to serve until February 28, 1985, and approved the bonds and oaths of such Directors; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, desires to reappoint Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn to serve as Directors for the District for the lawful term of office or until their successors shall be appointed and qualified; and

WHEREAS, the bonds and oaths of office of Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn are in proper form, have been properly executed, and are hereby approved by the County Judge and Commissioners' Court of Fort Bend County, Texas; and

WHEREAS, Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn are over twenty-one years of age, resident citizens of the State of Texas, otherwise qualified by law to serve as Directors of the District, and not disqualified from serving as Directors of the District by reason of any law; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the County Judge and Commissioners' Court of Fort Bend County, Texas to appoint the Directors of the District and approve their bonds and oaths.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the County Judge and Commissioners' Court of Fort Bend County, Texas:

Section 1: That the foregoing recitals be and the same are hereby found to be true and correct.

Section 2: That Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn be and hereby are appointed as Directors of Sienna Plantation Levee Improvement District of Fort Bend County, Texas, to serve in that capacity for the lawful term of office or until their successors shall be appointed and qualified.

Section 3: That the bonds and oaths of office for Michael B. O'Connell, Floyd L. Dellinger, and Perry R. Senn be and the same are hereby affirmed.

Section 4: That a copy of the Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 28th day of January, 1985.

County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

ATTEST:

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, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Commissioners' Court which was passed and adopted on the 28th day of January, 1985, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 28th day of January, 1985.

DIANNE WILSON
County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County,
Texas

By Elida Kosler
Deputy

(SEAL)

BID TABULATION

FORT BEND COUNTY

ONE OR MORE NEW RUBBER TIRE TRACTOR
(ALTERNATE)

MON., JAN. 7, 1985 - 1:30 P.M.

COMPANY	MAKE/MODEL	HORSEPOWER (Min. 50)	LIVE POWER TAKEOFF	REAR TIRES	FRONT TIRES	ENG. C.I.D. (Min. 215)	WEIGHT	FRONT AXLE	3 POINT HITCH
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	(a) Ford 4610 (b) Ford 5610	(a) 44.5 (b) 54.8	(a) independent (b) independent	(a) 14.9x28 (b) 16.9x30	(a) 7.50x16 (b) 7.50x16	(a) 201 (b) 256	(a) 4860 (b) 5960	H.D. adjustable; 4990# static load	(a) 3 pt (b) 3 pt
Twin City Tractor & Impl. Co., Inc. 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	MF 270 utility	55 PTO	independent	PAVT 16.9-28 6 ply w/550# wt/side	9.5L-15 6 ply	236	5258	heavy duty adjustment	Cat #2 3 point
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	Case 1294	55 PTO	live power	16.9x30 6 PR	7.50x16	219 cu.in.	5695	heavy duty	3 pt.
Hyco Equipment Co./ John Deere Industria Equip. Co., Inc. 7630 Hansen Houston, TX 77061 941-6900 David Garlic	John Deere 2350	Drawbar HP 47.5/Engine HP 62	540 PTO	14.9x24	yes	239 cu.in.	6500#	HD adjustable	Category II
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	5610	54.8	independent	16.9x30	standard	256	5960	Heavy duty adjustable 4990 static load	standard

00057(154)

ONE OR MORE NEW RUBBER TIRE TRACTOR (ALTERNATE)
MON., JAN. 7, 1985 - 1:30 P.M.
PAGE 1A

00058 26 1

COMPANY	MAKE/MODEL	HORSEPOWER (Min. 50)	LIVE POWER TAKEOFF	REAR TIRES	FRONT TIRES	ENG. C.I.D. (Min. 215)	WEIGHT	FRONT AXLE	3 POINT HITCH
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe Hlavinka, Jr.	584	S2	yes	14.90x28	7.50x16	206	5640	H.D. adj.	std
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Robert Koenig II	Hesston 70-66	62	yes	14.9-30 R1	7.50-16 F2	220 cu.in.	5689#	H.D. inverted capacity not available	yes Cat. I or II

COMPANY	FUEL (Diesel)	DELUXE SEAT	POWER STEERING	OTHER INFO. & SPECS.	WARRANTY INFO.	BID/UNIT	DELIVERY DATE	OPTIONAL EQUIPMENT & COST
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe Hlavinka, Jr.	std	std	std	---	1 yr	$11,800	30 days	Hydraulic shift or equal-n/a 2nd hyd valve-$300.00
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Robert Koenig II	yes	yes	yes hydrostatic	12 forward, 4 reverse gears fully synchronized transmission, live & independent PTO w/separate PTO clutch, vertical exhaust	12 mos basic warranty unlimited hrs. 24 mos or 1500 hrs transmission, clutch, differential, 4 yrs or 3000 hrs engine warranty.	$9,169.00	60 days or less	Hydraulic shift or equal-synchronized n/c N/C for (1) remote double acting valve, horizontal exhaust, ether assist start, extended warranty.

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00060

156

FORT BEND COUNTY

BID TABULATION

ONE OR MORE NEW MOWERS
15-FOOT

MON., JAN. 7, 1985 - 1:30 PM

26

COMPANY	MAKE/MODEL	WIDTH	COMPLETE SPECIFICATIONS	WARRANTY INFO.	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	Woods HD 315	15'	3 joint PTO drive shaft, slip clutch on all gear boxes, suction type blades, parking jacks, & side skids on wings.	12 mos on manufacturer defects in material & workmanship.	$5450.00	Hydraulic wings-$190.50; Solid tires-$540.00; Chains-$630.00; Hydraulic Height Adjustment-$150.00; Center Section Skids-2 ea.-$62.00	Stock to 30 days
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	Rhino Flex 15	15' Heavy Duty	Hydraulic wings, solid tires, heavy duty construction, stump jumper atchmt, heavy duty rear axle construction.	6 mos	$7400.00	Hydraulic wings & Solid tires included in price; Front chain kit-$295.00; Rear chain kit-$285.00; Dual rear axles-$300.00	30 days from date of notification. Bid valid on acceptance before 1/26/85. Pmt due upon delivery.
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	Rhino Flex S15	15'	Hydraluic wings, solid tires, suction blades, stump jumper atchmt.	6 mos	$6200.00	Hydraluic wings & solid tires included in price; Front chain kit-$295.00; Rear chain kit-$285.00; Dual rear axle-$300.00	30 days from notification. Bid valid on acceptance before 1/26/85. Pmt due upon delivery.
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	2615 RP	15'	Wing hyds included. Solid tires included. Wt 3600 lbs.	1 yr	$7200.00	Hydraulic wings &/solid tires included in price; Chains-$868.00 rear only; Center hyds-$167.00; Control valve-$336.00	3-6 wks
Fogle Equip. Co. 8821 Almeda Rd. Houston, TX 77054 799-9175 Frank M. Nail	BMB MM-15	15'	Wt. 2980#; width 96"; slip clutch protected drive lines; 120 hp center gear box; 85 hp wing gear box; 540 PTP reinforced flywheel blade carrier; side-skirts 7 ga-7¼" deep, frame 4" & 5" structural channel	12 mos, parts & labor	$8295.00	Hydraulic wings-$525.00 Solid tires-$600.00 Chains-$600.00	45 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Bush-Hog 2615	Std	See Bid	12 mos	$7325.00	Hydraulic wings, solid tires & chains & 3 spool hydraulic valve included in bid	30-60 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Rhino-Servis Flex 15	15'	See Bid	12 mos	$8535.00	Hydraluic wings-std Solid tires-included Chains-included 3 spool hydraulic valve-included	30-60 days
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe C. Hlavinka, Jr	Rhino Flex 15	180"	3/4-15" cutting height, 3400# approx., width 187", length 168", pull hitch, tractor horsepower 540.	2 yr on gear box. 1 yr on balance of machine	$6415.00	Hydraulic wings-$250.00 Solid tires-$300.00 Front chains-$275.00 Rear chains-$260.00	30 days
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Rob Koenig	Woods HD 315	cutting swath 15'	Rated for 45TO 85 HP tractors, 540 or 1000 rmp PTO, wt over 3000#, cutting height range 1"-15", 8 ga. deck w/ ¼" sides, heavy duty slip clutch	Fully warranted on material & workmanship for 1 full yr	$5708.30	Hydraluic wings (hyd cyl & hoses)-$173.00 Solid tires-$592.00 Front chains-$395.00 Rear chains-$330.00 Stump Jumpers (3 required)-$57.00 ea.	30 days ARO

ALTERNATE #1
6 FOOT 3-POINT ROTARY MOWER

COMPANY	MAKE/MODEL	WIDTH	COMPLETE SPECIFICATIONS	WARRANTY INFO.	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, Texas 77471 342-0787 Gary Allred	Woods Cadet 72	6'	55 hp rated gear box, slip clutch, replaceable side skid shoes.	12 mos warranty against manufacturer defect in materials & workmanship.	$1050.00	Tail wheel-$165.00 Front & rear chain guard-$248.00	stock to 30 days
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	Rhino CY 72	6' heavy duty	3 point lift, stump jumper, heavy duty blades, heavy duty construction.	6 mos	$1825.00	Front chain kit-$175.00 Rear chain kit-$150.00	30 days from date of notification. Bid valid on acceptance before 1/26/85. Payment due upon delivery.
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	Rhino S6	6'	3 point lift model, suction blades, stump jumper attachment.	6 mos	$1350.00	Front chain kit-$125.00 Rear chain kit-$165.00	30 days from date of notification. Bid valid on acceptance before 1/26/85. Payment due upon delivery.
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	306R	6'	Wt. 1060# 3 pt hitch slip clutch	1 yr warranty	$1854.00	Front chains-$154.00 Rear chains-$142.00	3-6 wks
Fogle Equip. Co. 8821 Almeda Rd. Houston, TX 77054 799-9175 Frank M. Nail	BMB XL-6-3 Brute 6-3	yes	XL-6-3; weight 800#; gear box-40 hp+ driveline-14 series; slip clutch, 400 x 8" laminated, Flywheel-24", side depth-9", top framing-4" channel, cutting ht-1"-14". Brute 6-3: wt. 930#, gear box-60 hp+ driveline-35 series, slip clutch, laminated tire, Flywheel-60#, sides 3/16"-10" depth.	12 mos parts & labor	XL-6-3: $1235.00 Brute 6-3: $1650.00	Chains-$260.00	---
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Bush Hog 306R	Standard	See Bid	12 mos	$1875.00	Front & rear chains-$295.00 Slip clutch-$160.00	30-60 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Rhino-Servis (CY-72)	6'	See Bid	12 mos	$2545.00	Front & rear chains-included Hydraulic relief-$110.00	30-60 days
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe C. Hlavinka, Jr	Rhino Saturn 6	72"	Cutting height 3/4"-10" Tractor HP 30-50, wt. 973#, 78¼" wide, 115" long, 3 pt cat I hitch	1 yr; 2 yrs on gear box	$1400.00	Chains, front-$118.00 Chains, rear-$150.00	30 days
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Rob Koenig	(Ditch Bank Mower) Woods S 106	cutting swath 6'	Rated for 45-85 HP tractors, 540 RPM PTO, Wt. 1334#, min. tractor wt. 5000#, cutting height range 1"-22", 10 ga. deck, heavy duty slip clutch.	Fully warranted on material & workmanship for 1 full yr.	$3043.15	Solid Wheel Assys.-$335.00; Counter wt.-$84.00; Safety chains-$118.00 frnt & $123.00 Rear; Stump jumper-$57.00	Max. 30 days from bid notification

ALTERNATE #2 00062
5-FOOT 2-POINT ROTARY MOWER
L 26

COMPANY	MAKE/MODEL	WIDTH	COMPLETE SPECIFICATIONS	WARRANTY INFO.	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	Woods M5	5'	2 pt for IHC fast hitch, tail wheel, 50 hp gear box.	12 mos warranty against defect in materials & workmanship.	$895.00	Slip clutch-$42.00 Front & rear chain guards-$225.00	30 days
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	no bid	---	---	---	---	---	---
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	no bid	---	---	---	---	---	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	305R	5'	Wt. 840# 3 pt hitch Slip clutch	1 yr	$1624.00	Front chains-$122.00 Rear chains-$106.00	3-6 weeks
Fogle Equip. Co. 8821 Almeda Rd. Houston, TX 77054 799-9175 Frank M. Nail	BMB: UL-5-3; XL-5-3; BR-5-3	yes	See Bid	12 mos parts & labor	UL-5-3: $765.00 XL-5-3: $1235.00 BR-5-3: $1400.00	Chains-$250.00	45 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Bush Hog 305RW	Std	See Bid	12 mos	$1725.00	Front & rear chains- $230.00 Slip clutch-$160.00	30-60 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Rhino- Servis CY-60	5'	See Bid	12 mos	$1995.00	Front & rear chains- $230.00 Hydraulic relief- $110.00	30-60 days
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe C. Hlavinka, Jr	Modern 5' Sunshine	---	Wt. 450# Shear Pin	1 yr	$500.00	---	30 days
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Rob Koenig	Modern Hiway Special	Cutting Swath 5'	60" cutting area, heavy duty 75 hp slip clutch, heavy duty 16" laminated tail wheel, ¼x4" A frame, 3/16" deck, 4" blades w/ stump jumper.	gear box-1 yr 90 days sheet metal & frame	$972.30	Safety drag chains- $342.00	max. 30 days from bid notification

ALTERNATE #3
BOOM TYPE MOWER

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COMPANY	MAKE/MODEL	REACH	TYPE MOWER	WIDTH OF MOWER	MOWER CONTROL	BOOM	HYDRAULIC PUMP	ADDITIONAL INFO.	WARRANTY INFO.
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	Terrain King Boomaxe	22'	Rotary	5'	Std.	Tele-scope	Std.	Price does not include any mounting, hardward, or labor	---
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	no bid	---	---	---	---	---	---	---	---
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	no bid	---	---	---	---	---	---	---	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	no bid	---	---	---	---	---	---	---	---
Fogle Equip. Co. 8821 Almeda Rd. Houston, TX 77054 799-9175 Frank M. Nail	no bid	---	---	---	---	---	---	---	---
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Terrain King "A" Boom	20'	Rotary	5'	Std	2 piece articu-lated	Std	See Bid	12 mos
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Terrain King Boom Axe	22'	Rotary	5'	Hydraulic	Tele-scopic	Std	Price quoted does not include labor to install mower, 55 gal of hydraulic oil required & pump drive & pump mounting bracket which may vary w/make & model of tractor.	12 mos
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe C. Hlavinka, Jr	no bid	---	---	---	---	---	---	---	---
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Rob Koenig	no bid	---	---	---	---	---	---	---	---

COMPANY	BID PER UNIT	TRADE-IN ALLOWANCE	OPTIONAL EQUIPMENT & COST	DELIVERY DATE
Dub Miller Ford Tractors, Inc. P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	$12,205.00	$450.00	---	30-60 days
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	---	---	---	---
Twin City Tractor & Impl. Co., Inc 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	---	---	---	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Melvin Elster	---	---	---	---
Fogle Equip. Co. 8821 Almeda Rd. Houston, TX 77054 799-9175 Frank M. Nail	---	---	---	---
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	$9,650.00	$500.00	---	30-60 days
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	$11,850.00	$500.00	---	30-60 days
Boettcher-Hlavinka P. O. Box 190 East Bernard, TX 342-2481 Joe C. Hlavinka, Jr	---	---	---	---
Brazos Equip. Sales P. O. Box 299 Richmond, TX 77469 342-6127 Rob Koenig	---	---	---	---

F) Texas Insurance Association of Houston
G) Texas Association of Counties
H) Sunday & Association
I) Prudential Group Life
J) Maxi-Care Texas
K) Bankers Life
L) United Medical Plan

Open bids for one or more new dump trucks with beds, with or without trade-in:

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

A) Dub Miller Ford
B) Mort Hall Ford
C) Mac-Truck Inc.
D) South Loop Ford
E) Alvin Equipment Co. Inc.
F) Port City Truck Sales
G) Russell & Smith Ford

Open bids for barbecue pit at the fairgrounds:

No bids were submitted.

Open bids for word processing equipment:

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

A) IBM

Open bids for one or more new station wagons:

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

A) Dub Miller Ford-
Ford Crown Victoria

base	$	11,370.25
radio	+	52.50
Total	$	11,422.75

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid from Dub Miller Ford for one Ford Crown Victoria station wagon in the amount of $11,422.75 for County Fire Marshall. (Recorded in minutes in full)

19. 2:00 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA FILED AND POSTED:

See attached minutes for Drainage District Board.

20. RECESS:

Commissioners' Court recessed at 11:25 a.m.

21. RECONVENE:

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

22. RECESS:

Commissioners' Court recessed at 2:30 p.m.

23. RECONVENE:

Commissioners' Court reconvened at 2:50 p.m.

24. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:55 p.m. Monday, January 28, 1985.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 28TH day of January, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. MR. SID BERRY, RE: DRAINAGE:

   Canceled.

2. CONSIDER APPROVAL OF DRAINAGE AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND DEVELOPERS OF THE LONG POINT WATERSHED:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreements between Fort Bend County Drainage District and developers of the Long Point Watershed. Letter of explanation, exhibits, two Letter of Credits and a check in the amount of $2,942.00 were presented to Drainage District Board. (Recorded in minutes in full)

3. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 2:50 p.m. Monday, January 28, 1985.

00068

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HOMECRAFT

HOMECRAFT DEVELOPMENT SERVICES, INC.
HOUSTON DIVISION

7707 FANNIN, SUITE 140 • P.O. BOX 20147 • HOUSTON, TEXAS 77225 • 713 666-3939

January 18, 1985

Mr. Larry Wagenbach
County Courthouse
District Attorney's Office
Richmond, Texas 77469

Dear Mr. Wagenbach:

Enclosed are the following:

1. Four copies of the Long Point/Oyster Creek Joint Drainage Facilities Financing Agreement; Drainage Facilities
2. A Letter of Credit for $50,000.00 from Gertner, Aron & Ledet
3. A Letter of Credit for $50,000.00 from Homecraft Assets Corporation
4. A Drainage Financing Guarantee from Gertner, Aron & Ledet
5. A Drainage Financing Guarantee from Homecraft Assets Corporation
6. A Check for $2,942.00 from Peter Tsou

We trust you will find everything in order should you have any questions, please call.

Sincerely,

Dennis M. Reilly
Vice President

DMR:mp

Enclosures

VINSON & ELKINS
ATTORNEYS AT LAW
AUSTIN NATIONAL BANK TOWER
AUSTIN, TEXAS 78701
TELEPHONE 512 478-2500

FIRST CITY TOWER
HOUSTON, TEXAS 77002
TELEPHONE 713 651-2222
CABLE VINELKINS-TELEX 762 146-TWX 9108816391

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 44 01 491-7236
CABLE VINELKINS LONDON W. 1.-TELEX 24140

1101 CONNECTICUT AVE. N. W., SUITE 900
WASHINGTON, D. C. 20036
TELEPHONE 202 862-6500
CABLE VINELKINS-TELEX 89680

January 24, 1985

Larry Wagenbach
County Attorney
Fort Bend County Courthouse Annex
Richmond, Texas 77469

Re: Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement; Drainage Facilities

Dear Mr. Wagenbach:

You have asked that certain provisions of the referenced agreement (the "Agreement") be clarified prior to its submission to the Fort Bend County Commissioners for review and authorization. All terms used in this letter shall have the meanings used in the Agreement.

1. Location of the Drainage Facilities. As stated in the Agreement, the Drainage Facilities are located between the Brazos River and the northern boundary of the Gertner property, a tract of land owned entirely by Gertner Aron and Ledet Investments. The land adjacent to the Gertner property to the north is owned by James A. Stokes, et al, and is the subject of condemnation litigation filed by Fort Bend County Municipal Utility District No. 23. No portion of the Gertner property is involved in said litigation, nor is any other portion of the right-of-way for the Drainage Facilities. All of said right-of-way has been or will be dedicated or conveyed to Fort Bend County (the "County").

2. Payments to County. The Agreement recites in two places (paragraphs no. 1 and no. 3, page 4) that the money paid by a Developer to the County pursuant to the Agreement is to be in full satisfaction of any development fees or other charges that the County has imposed or may impose in the future for drainage requirements within the Long Point Creek Watershed. It is the intent of the parties to the

Agreement that no Developer shall pay twice for drainage facilities to serve its land in said Watershed.

3. Assignability. The Agreement provides that a Developer may assign its rights and interest in the Drainage Facilities to the municipal utility district(s) or levee improvement district(s) which exist or may be created on the lands to be drained by the Drainage Facilities. Such assignment shall not, however, relieve a Developer from its obligations to maintain its financial guarantees and to pay its share of the costs of the Drainage Facilities, all as set forth in the Agreement.

It is the intention of the parties to the Agreement that this letter be read with the Agreement to clarify the intent of the parties thereto.

Very truly yours,

Jody Richardson

Jody Richardson

JR:pmw

cc: Dennis Reilly, Homecraft Assets Corporation
Jerry Torgeson, Gertner Aron and Ledet Investments
Peter Tsou

November 27, 1984

Mr. Stanley L. Kucherka, Jr., P.E.
Fort Bend County Drainage District
3403 Avenue F
Rosenburg, Texas 77471

Re: Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement; Drainage Facilities

Dear Mr. Kucherka:

This letter shall serve as the agreement (the "Agreement") by and among the Fort Bend County Drainage District (the "Drainage District"); Gertner Aron and Ledet Investments, a Texas general partnership ("Gertner"); Homecraft Assets Corporation, a Texas corporation ("Homecraft"); and Peter T. Tsou ("Tsou"), for the construction and financing of certain drainage improvements described more particularly herein to serve the land owned by Gertner, Homecraft, and Tsou (the "Developers").

The Drainage District has determined that the land owned by the Developers must drain into drainage improvements to be constructed along Long Point Creek and Oyster Creek for a distance of approximately eight (8) miles from the Brazos River north to the northern boundary of the Gertner property, as described in Exhibit "A" hereto, consisting of: (1) a channel with a 37-foot bottom and an approximate 17.5-foot depth to be constructed from the confluence of the Brazos River through that certain tract of land known as the Sienna Plantation to a flume, currently under construction, permitting the Brazos River Authority Canal to cross Oyster Creek (the "Flume"); and (2) a channel with a 30-foot bottom and an approximate 13-foot depth to be constructed from the intersection of the Flume and Oyster Creek through that certain tract of land known as the Gertner property and extending to its northern boundary (the "Drainage Facilities"). The Drainage District acknowledges that adequate right-of-way has been acquired and has been dedicated or conveyed to the Drainage District. It is anticipated that additional rights-of-way may be required, and that the Drainage Facilities may be extended to the existing box culvert structure at State Highway 6.

The Drainage District hereby agrees to construct the Drainage Facilities provided that the Developers finance the construction costs related thereto, and agrees that it will complete such construction so long as funding is received from the Developers, or some of them, as described herein. "Construction Costs" shall mean the costs incurred by the Drainage District pursuant to a construction contract covering construction of the Drainage Facilities. The Drainage District further agrees that the funds received from the Developers shall be used solely for the payment of the Construction Costs if, as, and when incurred.

The Developers agree to pay to the Drainage District their respective shares of the Construction Costs of the Drainage Facilities within ten (10) days of receipt of a pay estimate for work completed and duly approved by the Drainage District, and the Drainage District agrees to submit said pay estimate by the first day of each month. The Developers shall be permitted to review any change order prior to its presentation to the Fort Bend County Drainage District Board. In the event the change order increases the engineer's estimate of the Construction Costs as shown on Exhibit "B", the Developers will each make an additional payment to the Drainage District in the amount of money that represents each Developer's pro rata share of such increase; provided, however, that the Developers jointly will never be obligated to contribute more than five percent (5%) of the engineer's estimate of the Construction Costs as shown on Exhibit "B" due to change orders.

Gertner and Homecraft each agree to secure an irrevocable letter of credit in the amount of $50,000, to total $100,000. The letters of credit shall name the Drainage District as beneficiary, and shall provide that in the event of a default by the maker the Drainage District may draw on the funds secured under the letter of credit. Default of the maker shall consist of a failure to pay the Drainage District within ten (10) days of receipt of a pay estimate for work completed and duly approved by the Drainage District. No other act or omission of a maker of the above-described letters of credit shall authorize the Drainage District to withdraw such letter of credit. In the event of a default and a draw on a letter of credit, the funds so obtained by the Drainage District shall be applied to the amount then due from the maker as payment to the contractor for work satisfactorily completed on the Drainage Facilities. Any amount of money received by the Drainage

District in excess of the amount payable to the contractor shall be returned by the Drainage District to the maker of the letter of credit utilized. The Drainage District agrees that funds secured by letters of credit described in this Agreement, if drawn upon by the Drainage District, shall be used solely for payment of completed construction of portions of the Drainage Facilities. Upon completion of construction of the Drainage Facilities, the Drainage District shall return any outstanding letter of credit to its respective maker. Copies of the letters of credit are attached hereto as Exhibits "C" and "D".

As additional financing, Gertner and Homecraft each agree to provide a guarantee of use of funds in the form attached hereto as Exhibit "E" in the amount shown on Exhibit "B" hereto, naming the Drainage District as beneficiary and providing that in the event of a default by the maker as defined hereinabove the Drainage District may draw on the funds guaranteed thereunder. In the event of a default the Drainage District may draw on the guarantees to the extent that a pay estimate, duly approved, is outstanding. It is the intent of the parties hereto that in no event may the Drainage District draw sums under the guarantees in amounts greater than the amount due any contractor for work performed on the Drainage Facilities satisfactorily completed and evidenced by a pay estimate. Tsou will be required to deposit cash with the Drainage District, or secure a letter of credit or other guarantee of the use of funds naming the Drainage District as beneficiary in the amount of his pro rata share of the Construction Costs shown on Exhibit "B" hereto. The letter of credit or other guarantee submitted by Tsou shall provide that in the event of a default by Tsou as defined hereinabove, the Drainage District may draw on such funds upon the terms and conditions described above.

Within forty-five (45) days after completion of the Drainage Facilities, the Drainage District agrees to make a recapitulation of all Construction Costs and shall forward a copy of the final recapitulation to each Developer. Upon certification in writing by the Drainage District that the construction of the Drainage Facilities has been satisfactorily completed and any withheld retainage has been released to the contractor, any sums paid to the Drainage District by the Developers that remains unpaid to the contractor shall be refunded to the Developers according to their pro rata shares as shown on Exhibit "B" attached hereto. The Drainage District shall have no obligation to

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perform or oversee any final accounting of costs shared among the Developers. The Drainage District agrees that it shall be responsible for maintaining and operating the Drainage Facilities upon final completion thereof. The Developers shall have no obligation to maintain the Drainage Facilities.

The Drainage District hereby agrees that the financing provided by the Developers pursuant to this Agreement shall be applied toward satisfaction of any fees, charges, or other financial requirements imposed upon the Developers for outfall drainage within the Long Point Creek Watershed by the Drainage District.

The Drainage District estimates a total financial requirement of $950,484 to complete construction of the Drainage Facilities. The Drainage District agrees that in no event will it require additional funding from the Developers, except by change order under the conditions described above to construct the Drainage Facilities. The Developers will receive monthly reports on the status of Construction Costs. In the event the estimate of costs increases, the Developers have the right to determine among themselves whether they will pay the extra costs in the pro rata shares shown on Exhibit "B" hereto. If they decide not to do so, construction will halt, and the contractor will be paid for work satisfactorily completed to such time. The Drainage District is not responsible for any payments for Construction Costs other than those received from the Developers. The parties hereto believe that there are no pipeline relocations to be made. In the event that there are, however, the Drainage District shall not be responsible therefor.

This Agreement is executed in contemplation of the joinder hereto by an additional developer. Upon request for joinder such additional developer shall secure a guarantee as described herein. A copy of such guarantee shall become attached to this Agreement, along with an executed amendment hereto. The Drainage District hereby agrees that any financing by an additional developer joining this Agreement shall also be applied toward satisfaction of any fees, charges, or other financial requirements imposed upon the Developers in the Long Point Creek Watershed by the Drainage District.

This was not agreed upon - the developers were to work this out among themselves.

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Homecraft owns land which lies within the boundaries of Fort Bend County Municipal Utility Districts No. 23 and No. 24. It is anticipated that the lands owned by Gertner, Tsou, and any additional developer, as well as additional land owned by Homecraft, will be included within the boundaries of municipal utility districts or a levee improvement district to be created in the future, and the Developers reserve the right to assign their rights and interest under this Agreement and any amendment in contemplation of joinder by an additional developer to such districts; provided, however, that no such assignment shall relieve the Developers or any additional developer of their obligations to pay their share of the costs of the Drainage Facilities.

This Agreement, and the exhibits hereto, constitute the entire agreement among the parties hereto, but may be amended pursuant to the provisions hereof. This Agreement is solely for the benefit of the parties hereto and shall not be construed to confer a benefit on any other party.

Signed the _____ day of _____, 198_.

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
Title: _____

ATTEST:

Deanne Nelson
Title: County Clerk

GERTNER ARON AND LEDET INVESTMENTS

By: Don Stephen Aron
Title: General Partner

ATTEST:

Lawrence P. Mosher
Title: _____

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HOMECRAFT ASSETS CORPORATION

By: CHARLES D LINDSAY
Title: VICE PRESIDENT

ATTEST:

John O'Malia
Title: ASST. SECTY.

PETER T. TSOU

ATTEST:

Title:

June 29, 1984
Revised October 10, 1984

EXHIBIT "B"
DRAINAGE CHANNEL
SUMMARY OF COSTS (EXCAVATION ONLY)
(SEE EXHIBIT "B-1" FOR PRO RATA SHARES)

SEG.	REACH	HOMECRAFT 1,112 Acres	GERTNER 1,136 Acres	TSOU 6 Acres	TOTAL COST	X-SECT.	EXCAVATION (C.Y.)
A	Brazos to Flume 1,112 Ac. Homecraft 350 Ac. + 786 Ac.(.75) Gertner 6 Ac. Tsou	$426,979	$360,701	$2,291	$789,971	17.5' Depth 37' Bottom	1,327,700
B	Flume to Confluence of Oyster Creek & Long Point Creek-1,112 Ac. Homecraft 350 Ac. +786 Ac.(.75) Gertner 6 Ac. Tsou	3,087	2,608	17	5,712	17.5' Depth 37' Bottom	9,600
C	Confluence of Oyster Creek & Long Point Creek to Gertner Property Line 1,112 Ac. Homecraft 350 Ac. Gertner 6 Ac. Tsou	117,262	36,905	634	154,801	13' Depth 30' Bottom	260,200
	Total	$547,328	$400,214	$2,942	$950,484		

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Revised October 10, 1984

EXHIBIT "B-1"

PRO RATA SHARE OF DRAINAGE FACILITIES

PARTY	SEGMENT*	ACRES BENEFITED (EQUIVALENT)	PERCENTAGE SHARE
Homecraft	A	1,112	54.05
Gertner		939.5	45.66
Tsou		6	0.29
Homecraft	B	1,112	54.05
Gertner		939.5	45.66
Tsou		6	0.29
Homecraft	C	1,112	75.75
Gertner		350	23.84
Tsou		6	0.41
Homecraft	D	1,112	99.46
Gertner		0	0
Tsou		6	0.54

* See Exhibit "B" for description of each segment/reach

Exhibit "C"

_____ BANK
Houston, Texas _____

_____ ___, 198_

IRREVOCABLE LETTER OF CREDIT NO. _____

Board of Directors
Fort Bend County Drainage District
c/o Mr. Stanley L. Kucherka, Jr., P.E.
P. O. Box 1449
Rosenberg, Texas 77471

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. _____ in your favor at the request and for the account of Gertner, Aron & Ledet Investments (the "Developer"), for a sum not exceeding FIFTY THOUSAND U.S. DOLLARS ($50,000.00) pursuant to that certain Letter Agreement titled: Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement; The Drainage Facilities, dated _____ ___, 198__, between Fort Bend County Drainage District (the "District") and Homecraft Assets Corporation along with the Developer. Such amount will be available to you by one or more drafts at sight drawn on _____ Bank accompanied by a written statement from Stanley L. Kucherka, Fort Bend County Drainage District Engineer, stating that the amount of the accompanying draft represents the Developer's share of payments due pursuant to the terms of said Agreement. No other supporting documentation will be required.

Reference to said Agreement above is for identification purposes only. It is neither incorporated in nor made part of this Letter of Credit.

Drafts drawn must be marked "Drawn under _____ Bank Irrevocable Letter of Credit No. _____ dated _____ ___, 198_, and must be made payable to Fort Bend County Drainage District Construction Account (Account No. _____) at _____ Bank, P. O. Box _____, Houston, Texas, 77____.

The original of this Letter of Credit must accompany all drafts.

This Letter of Credit expires at our counters on _____ ___, 198_ (one year from date of issue). Upon receipt of thirty (30) days notice by the Developer, the Letter of Credit will be extended for a thirty (30) day period.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored by us.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400."

_____ BANK

_____
Authorized Signature

Exhibit "D"

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_____ BANK
Houston, Texas _____

_____ ___, 198_

IRREVOCABLE LETTER OF CREDIT NO. _____

Board of Directors
Fort Bend County Drainage District
c/o Mr. Stanley L. Kucherka, Jr., P.E.
P. O. Box 1449
Rosenberg, Texas 77471

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. _____ in your favor at the request and for the account of Homecraft Assets Corporation (the "Developer"), for a sum not exceeding FIFTY THOUSAND U.S. DOLLARS ($50,000.00) pursuant to that certain Letter Agreement titled: Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement; The Drainage Facilities, dated _____ ___, 198__, between Fort Bend County Drainage District (the "District") and Gertner Aron and Ledet Investments along with the Developer. Such amount will be available to you by one or more drafts at sight drawn on _____ Bank accompanied by a written statement from Stanley L. Kucherka, Fort Bend County Drainage District Engineer, stating that the amount of the accompanying draft represents the Developer's share of payments due pursuant to the terms of said Agreement. No other supporting documentation will be required.

Reference to said Agreement above is for identification purposes only. It is neither incorporated in nor made part of this Letter of Credit.

Drafts drawn must be marked "Drawn under _____ Bank Irrevocable Letter of Credit No. _____ dated _____ ___, 198_, and must be made payable to Fort Bend County Drainage District Construction Account (Account No. _____) at _____ Bank, P. O. Box _____, Houston, Texas, 77____.

The original of this Letter of Credit must accompany all drafts.

This Letter of Credit expires at our counters on _____ ___, 198_ (one year from date of issue). Upon receipt of thirty (30) days notice by the Developer, the Letter of Credit will be extended for a thirty (30) day period.

We engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored by us.

This credit is subject to the "Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400."

_____ BANK

_____
Authorized Signature

DRAINAGE FINANCING GUARANTEE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Agreement is made and entered into as of the ____ day of _____, 198__, by and between Gertner Aron and Ledet Investments (the "Corporation"), and First Texas Savings Association (the "Association") to satisfy the requirement for financing of certain drainage facility construction in Fort Bend County, Texas.

RECITALS

WHEREAS, the Corporation has a loan ("Loan") with the Association secured by various properties in Fort Bend County, Texas, and at least $_____ ("Drainage Construction Funds") is hereby reserved and restricted out of the total Loan proceeds to be used for paying the Corporation's _____% share of the Construction Costs of drainage facilities as described in that certain Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement attached as Exhibit "A" hereto; and,

WHEREAS, the Corporation has entered into an agreement with the Fort Bend County Drainage District (the "Drainage District") to finance the construction of the drainage facilities described in Exhibit "A"; and,

WHEREAS, the Corporation and the Drainage District have requested that the Association provide the Drainage District with assurance that upon the Corporation's failure to pay its _____% share of the Construction Costs of drainage facilities the Drainage District may draw upon the Drainage Construction Funds to make such payments;

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

I.

The Drainage Construction Funds shall be held by the Association pursuant to the terms and conditions set forth in the loan documents evidencing the Loan. Advances of Drainage Construction Funds shall be made by the Association to the Corporation or its designees only upon presentation to the Association of a pay estimate for the completed work duly approved by the Drainage District in increments as portions of the work have been completed. No checks shall be drawn against said Drainage Construction Funds except those payable to the Drainage District for the project described herein and in Exhibit "A" in the amount specified in a pay estimate, duly approved by the Fort Bend County Drainage District Board. The Association shall use the Drainage Construction Funds only for the purposes provided in this Agreement and in Exhibit "A" and for no other until the Drainage District certifies in writing to the Association that the drainage facilities, or a portion thereof, have been completed and paid for by the Corporation according to the terms of the Agreement attached as Exhibit "A" hereto.

II.

Upon the advancement of any portion of the Drainage Construction Funds, the Association shall be relieved of further liability and/or responsibility for advancing such funds, and the Association shall not be responsible for the payment of such advanced funds to those entitled thereto for that portion of the work which has been completed and for which such funds were advanced.

III.

Upon the earlier to occur of either (a) receipt by the Association of written notice from the Drainage District that financing of the drainage facilities has not been accomplished by the Corporation in accordance with the terms of the Agreement attached hereto as Exhibit "A" accompanied by a pay estimate, duly approved by the Drainage District Board for work satisfactorily completed on the drainage facilities, or (b) default of the Corporation under the loan documents evidencing the Loan, the Association shall advance that portion of the Drainage Construction Funds, if any remains, which is the same amount of money called for as the Corporation's share of a pay estimate, duly approved by the Fort Bend County Drainage District Board then outstanding, to the Drainage District, and the Drainage District shall pay for such completed portion of the drainage facilities construction. In the event the Association advances Drainage Construction Funds to the Drainage District, such advances will be made subject to the same requirements as previously required of the Corporation under the Loan.

IV.

All Drainage Construction Funds advanced under paragraph III above shall be deemed to be an advance to the Corporation under the Loan and shall accrue interest from the date of advancement. The Drainage District, upon written request by the Corporation and Homecraft Assets Corporation, and certification of the Corporation's payment in full for work satisfactorily completed by the Drainage District's engineer, shall authorize cancellation of this Agreement with the Association. Portions of the Drainage Construction Funds remaining unexpended after such certification if any, shall be released by the Association to the Corporation.

V.

For the purpose of notice required under Paragraph III above, the Drainage District shall provide notice by Certified Mail, Return Receipt Requested to the Association at First Texas Tower, 8th Floor, 14951 Dallas Parkway, Dallas, Texas 75240 ATTN: Mr. Thomas S. Yoder.

VI.

This Agreement shall accrue to the benefit of the Corporation, the Drainage District, the Association, and their respective successors and assigns, but shall not be construed to confer any benefit on any other party.

Executed in multiple copies as of the date shown above.

ATTEST:

GERTNER ARON AND LEDET INVESTMENTS

_____ By: _____
Vice President

ATTEST:

FIRST TEXAS SAVINGS ASSOCIATION

_____ By: _____
Vice President

Exhibit "E-2"

DRAINAGE FINANCING GUARANTEE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Agreement is made and entered into as of the ____ day of _____, 198__, by and among Homecraft Assets Corporation (the "Corporation"), United Savings Association (the "Association"), and Fort Bend County Municipal Utility District No. 23 (the "District"), to satisfy the requirement for financing of certain drainage facility construction in Fort Bend County, Texas.

RECITALS

WHEREAS, the Corporation has a loan ("Loan") with the Association secured by various properties in Fort Bend County, Texas, and at least $_____ ("Drainage Construction Funds") is hereby reserved and restricted out of the total Loan proceeds to be used for paying the Corporation's _____% share of the Construction Costs of drainage facilities as described in that certain Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement attached hereto as Exhibit "A"; and,

WHEREAS, the Corporation has entered into an agreement with the Fort Bend County Drainage District (the "Drainage District") to finance the construction of the drainage facilities described in Exhibit "A"; and,

WHEREAS, the Corporation and the Drainage District have requested that the Association provide the Drainage District with assurance that upon the Corporation's failure to pay its _____% share of the Construction Costs of the drainage facilities, the Drainage District may draw upon the Drainage Construction Funds to make such payments;

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

I.

The Drainage Construction Funds shall be held by the Association pursuant to the terms and conditions set forth in the loan documents evidencing the Loan. Advances of Drainage Construction Funds shall be made by the Association to the Corporation or its designees only upon presentation to the Association of a pay estimate for the completed work duly approved by the Drainage District in increments as portions of the work have been completed. No checks shall be drawn against said Drainage Construction Funds except those payable to the Drainage District for the project described herein and in Exhibit "A" in the amount specified in a pay estimate, duly approved by the Fort Bend County Drainage District Board. The Association shall use the Drainage Construction Funds only for the purposes provided in this Agreement and in Exhibit "A" and for no other until the Drainage District certifies in writing to the Association that the drainage facilities, or a portion thereof, have been completed and paid for by the Corporation according to the terms of the Agreement attached as Exhibit "A" hereto.

II.

Upon the advancement of any portion of the Drainage Construction Funds, the Association shall be relieved of further liability and/or responsibility for advancing such funds, and the Association shall not be responsible for the payment of such advanced funds to those entitled thereto for that portion of the work which has been completed and for which such funds were advanced.

III.

Upon the earlier to occur of either (a) receipt by the Association of written notice from the Drainage District that financing of the drainage facilities has not been accomplished by the Corporation in accordance with the terms of the Agreement attached hereto as Exhibit "A" accompanied by a pay estimate, duly approved by the Drainage District Board for work satisfactorily completed on the drainage facilities, or (b) default of the Corporation under the loan documents evidencing the Loan, the Association shall advance that portion of the Drainage Construction Funds, if any remains, which is the same amount of money called for as the Corporation's share of a pay estimate, duly approved by the Fort Bend County Drainage District Board then outstanding, to the Drainage District, and the Drainage District shall pay for such completed portion of the drainage facilities construction. In the event the Association advances Drainage Construction Funds to the Drainage District, such advances will be made subject to the same requirements as previously required of the Corporation under the Loan.

IV.

All Drainage Construction Funds advanced under paragraph III above shall be deemed to be an advance to the Corporation under the Loan and shall accrue interest from the date of advancement. The Drainage District, upon written request by the Corporation and Gertner, Aron & Ledet Investments, and certification of the Corporation's payment in full for work satisfactorily completed by the Drainage District's engineer, shall authorize cancellation of this Agreement with the Association. Portions of the Drainage Construction Funds remaining unexpended after such certification, if any, shall be released by the Association to the Corporation.

V.

For the purpose of notice required under Paragraph III above, the Drainage District shall provide notice by Certified Mail, Return Receipt Requested to United Savings Association, ATTN: Karen Wynans, Vice President, 10333 Harwin, Houston, Texas 77036.

VI.

This Agreement shall accrue to the benefit of the Corporation, the Drainage District, the Association, and their respective successors and assigns, but shall not be construed to confer any benefit on any other party.

Executed in multiple copies as of the date shown above.

HOMECRAFT ASSETS CORPORATION

By: _____
Vice President

ATTEST:

By: _____
Title: _____

(SEAL)

UNITED SAVINGS ASSOCIATION

By: _____
Vice President

ATTEST:

By: _____
Title: _____

(SEAL)

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

DRAINAGE FINANCING GUARANTEE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This agreement is made and entered into as of the 21st day of January, 1985, by and among Homecraft Assets Corporation (the "Corporation"), United Savings Association (the "Association"), and Fort Bend County Municipal Utility District No. 23 (the "District"), to satisfy the requirement for financing of certain drainage facility construction in Fort Bend County, Texas.

RECITALS

WHEREAS, the Corporation has a loan ("Loan") with the Association secured by various properties in Fort Bend County, Texas, and at least $497,328.00 ("Drainage Construction Funds") is hereby reserved and restricted out of the total Loan proceeds to be used for paying the Corporation's share of the Construction Costs of drainage facilities as described in that certain Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement attached hereto as Exhibit "A"; and,

WHEREAS, the Corporation has entered into an agreement with the Fort Bend County Drainage District (the "Drainage District") to finance the construction of the drainage facilities described in Exhibit "A"; and,

WHEREAS, the Corporation and the Drainage District have requested that the Association provide the Drainage District with assurance that upon the Corporation's failure to pay its share of the Construction Costs of the drainage facilities, the Drainage District may draw upon the Drainage Construction Funds to make such payments;

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

I.

The Drainage Construction Funds shall be held by the Association pursuant to the terms and conditions set forth in the loan documents evidencing the Loan. Advances of Drainage Construction Funds shall be made by the Association to the Corporation or its designees only upon presentation to the Association of a pay estimate for the completed work duly approved by the Drainage District in increments as portions of the work have been completed. No checks shall be drawn against said Drainage Construction Funds except those payable to the Drainage District for the project described herein and in Exhibit "A" in the amount specified in a pay estimate, duly approved by the Fort Bend County Drainage District Board. The Association shall use the Drainage Construction Funds only for the purposes provided in this agreement and in Exhibit "A" and for no other until the Drainage District certifies in writing to the Association that the drainage facilities, or a portion thereof, have been completed and paid for by the Corporation according to the terms of the Agreement attached as Exhibit "A" hereto.

II.

Upon the advancement of any portion of the Drainage Construction Funds, the Association shall be relieved of further liability and/or responsibility for advancing such funds, and the Association shall not be responsible for the payment of such advanced funds to those entitled thereto for that portion of the work which has been completed and for which such funds were advanced.

III.

Upon the earlier to occur of either (a) receipt by the Association of written notice from the Drainage District that financing of the drainage facilites has not been accomplished by the Corporation in accordance with the terms of the Agreement attached hereto as Exhibit "A" accompanied by a pay estimate, duly approved by the Drainage District Board for work satisfactorily completed on the drainage facilities, or (b) default of the Corporation under the loan documents evidencing the Loan, the Association shall advance that portion of the Drainage Construction Funds, if any remains, which is the same amount of money called for as the Corporation's share of a pay estimate, duly approved by the Fort Bend County Drainage District Board then outstanding, to the Drainage District, and the Drainage District shall pay for such completed portion of the drainage facilities construction. In the event the Association advances Drainage Construction Funds to the Drainage District, such advances will be made subject to the same requirements as previously required of the corporation under the Loan.

IV.

All Drainage Construction Funds advanced under paragraph III above shall be deemed to be an advance to the Corporation under the Loan and shall accrue interest from the date of advancement. The Drainage District, upon written request by the Corporation and Homecraft Assets Corporation, and certification of the corporation's payment in full for work satisfactorily completed by the Drainage District's engineer, shall authorize cancellation of this Agreement with the Association. Portions of the Drainage Construction Funds remaining unexpended after such certification, if any, shall be released by the Association to the Corporation.

V.

For the purpose of notice required under Paragraph III above, the Drainage District shall provide notice by Certified Mail, Return Receipt Requested to United Savings Association, ATTN: Karen Wynans, Vice President, 10333 Harwin, Houston, Texas 77036.

VI.

This Agreement shall accrue to the benefit of the Corporation, the Drainage District, the Association, and their respective successors and assigns, but shall not be construed to confer any benefit on any other party.

Executed in multiple copies as of the date shown above.

HOMECRAFT ASSETS CORPORATION

BY _____
Vice President

ATTEST:

BY _____
Title _____

(SEAL)

UNITED SAVINGS ASSOCIATION

BY: _____
Vice President

ATTEST:

By: _____
Title: ASST. SECRETARY

(SEAL)

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 23

BY: _____
President, Board of Directors

ATTEST:

BY: _____
Secretary, Board of Directors

(SEAL)

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DRAINAGE FINANCING GUARANTEE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Agreement is made and entered into as of the 15th day of January, 1985, by and between Gertner Aron and Ledet Investments (the "Corporation"), and First Texas Savings Association (the "Association") to satisfy the requirement for financing of certain drainage facility construction in Fort Bend County, Texas.

RECITALS

WHEREAS, the Corporation has a loan ("Loan") with the Association secured by various properties in Fort Bend County, Texas, and at least $554,408 ("Drainage Construction Funds") is hereby reserved and restricted out of the total Loan proceeds to be used for paying the Corporation's 42.10 % share of the Construction Costs of drainage facilities as described in that certain Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement attached as Exhibit "A" hereto; and,

WHEREAS, the Corporation has entered into an agreement with the Fort Bend County Drainage District (the "Drainage District") to finance the construction of the drainage facilities described in Exhibit "A"; and,

WHEREAS, the Corporation and the Drainage District have requested that the Association provide the Drainage District with assurance that upon the Corporation's failure to pay its 42.10 % share of the Construction Costs of drainage facilities the Drainage District may draw upon the Drainage Construction Funds to make such payments;

AGREEMENT

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

I.

The Drainage Construction Funds shall be held by the Association pursuant to the terms and conditions set forth in the loan documents evidencing the Loan. Advances of Drainage Construction Funds shall be made by the Association to the Corporation or its designees only upon presentation to the Association of a pay estimate for the completed work duly approved by the Drainage District in increments as portions of the work have been completed. No checks shall be drawn against said Drainage Construction Funds except those payable to the Drainage District for the project described herein and in Exhibit "A" in the amount specified in a pay estimate, duly approved by the Fort Bend County Drainage District Board. The Association shall use the Drainage Construction Funds only for the purposes provided in this Agreement and in Exhibit "A" and for no other until the Drainage District certifies in writing to the Association that the drainage facilities, or a portion thereof, have been completed and paid for by the Corporation according to the terms of the Agreement attached as Exhibit "A" hereto.

II.

Upon the advancement of any portion of the Drainage Construction Funds, the Association shall be relieved of further liability and/or responsibility for advancing such funds, and the Association shall not be responsible for the payment of such advanced funds to those entitled thereto for that portion of the work which has been completed and for which such funds were advanced.

III.

Upon the earlier to occur of either (a) receipt by the Association of written notice from the Drainage District that financing of the drainage facilities has not been accomplished by the Corporation in accordance with the terms of the Agreement attached hereto as Exhibit "A" accompanied by a pay estimate, duly approved by the Drainage District Board for work satisfactorily completed on the drainage facilities, or (b) default of the Corporation under the loan documents evidencing the Loan, the Association shall advance that portion of the Drainage Construction Funds, if any remains, which is the same amount of money called for as the Corporation's share of a pay estimate, duly approved by the Fort Bend County Drainage District Board then outstanding, to the Drainage District, and the Drainage District shall pay for such completed portion of the drainage facilities construction. In the event the Association advances Drainage Construction Funds to the Drainage District, such advances will be made subject to the same requirements as previously required of the Corporation under the Loan.

IV.

All Drainage Construction Funds advanced under paragraph III above shall be deemed to be an advance to the Corporation under the Loan and shall accrue interest from the date of advancement. The Drainage District, upon written request by the Corporation and Homecraft Assets Corporation, and certification of the Corporation's payment in full for work satisfactorily completed by the Drainage District's engineer, shall authorize cancellation of this Agreement with the Association. ~~Portions of the Drainage Construction Funds remaining unexpended after such certification if any, shall be released by the Association to the Corporation.~~

V.

For the purpose of notice required under Paragraph III above, the Drainage District shall provide notice by Certified Mail, Return Receipt Requested to the Association at First Texas Tower, 8th Floor, 14951 Dallas Parkway, Dallas, Texas 75240 ATTN: Mr. Thomas S. Yoder.

VI.

This Agreement shall accrue to the benefit of the Corporation, the Drainage District, the Association, and their respective successors and assigns, but shall not be construed to confer any benefit on any other party.

Executed in multiple copies as of the date shown above.

ATTEST:

GERTNER ARON AND LEDET INVESTMENTS

By: _____
~~Vice President~~

ATTEST:

FIRST TEXAS SAVINGS ASSOCIATION

By: _____
~~Vice President~~ A-V P

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, FEBRUARY 4, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 28, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Consider amending property and equipment budget for District Clerk.

5. Constable W. C. Todd, Precinct 2, re: request approval to appoint three additional reserve deputies; and request amendment to budget for office, equipment, utilities and full-time office staff.

6. Mr. William Meitzen, District Attorney, re: request permission to increase District Attorney's investigative fund from $500 to $1,000.

7. Discuss and consider selection of architect for County building.

8. Approve change order #6 in the amount of $180,643 from Warrior Constructors for floor work at new library.

9. Consider title insurance on library site.

10. Advertise for bids for site work at new library.

11. 10:00 a.m. - Continue public hearing on petition to create Fort Bend County Levee Improvement District #12.

12. Advertise for bids for sale of motor grader from Precinct 3; and advertise for bids for computer hardware for Sheriff's Dept.

13. Purchase pickup truck for Animal Control Dept. (funds are available).

14. Consider purchase of one or more dump trucks, cab & chassis with fifth wheel & winch, and vibratory roller, from bids previously opened.

15. Meet in Closed Session to discuss litigation and personnel as authorized by Article 6252-17, Section 2 (e) & (g), Vernon's Texas Civil Statutes.

16. Take action on any items discussed in Closed Session.

17. 1:30 p.m. - Open bids for the following: (1) Correcting erosion & leveling in preparation for seeding of County landfill; (2) Seeding for erosion control of County landfill; (3) Excess material at landfill; (4) One or more new side-mount mowers with and without tractor; (5) Chain link and board fencing; (6) Maintenance building; and (7) One or more canopies for portable office buildings.

18. Approve bills.

19. Adjournment.

FILED FOR RECORD
NOT TIME 2:35 AM PM
JAN 31 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 31, 1985 at 2:45 p.m. by

SPECIAL SESSION

BE IT REMEMBERED That on this 4TH day of February, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

A letter was read in court concerning Justice of the Peace R. George Molina having completed a forty hour course at the Texas Justice Court Training Center.

A letter from the District Judges and the County Judge was presented to Commissioners' Court appointing John Hammett as Purchasing Agent for Fort Bend County. His appointment shall commence February 1, 1985.

1. APPROVE MINUTES OF MEETING OF JANUARY 28, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of January 28, 1985 be approved.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None.

4. CONSIDER AMENDING PROPERTY AND EQUIPMENT BUDGET FOR DISTRICT CLERK:

Postponed.

5. CONSTABLE W.C. TODD, PRECINCT #2 RE: REQUEST APPROVAL TO APPOINT THREE ADDITIONAL RESERVE DEPUTIES: AND REQUEST AMENDMENT TO BUDGET FOR OFFICE EQUIPMENT, UTILITIES AND FULL-TIME OFFICE STAFF:

Constable W.C. Todd, Precinct #2 request approval to appoint three additional reserve deputies:

Postponed until a later date.

Request amendment to budget for office equipment, utilities and full time office staff:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve the request to amend Constable Precinct #2 budget to the following line items:

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

January 23, 1985

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of January 13-18, 1985, Judge R. George Molina successfully completed a forty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

ORDER

ON THE 24TH DAY OF JANUARY, 1985, A MEETING WAS HELD BY THE DISTRICT JUDGES AND THE COUNTY JUDGE OF FORT BEND COUNTY, TEXAS. THE PURPOSE OF THE MEETING WAS TO CONSIDER THE APPOINTMENT OF A COUNTY PURCHASING AGENT FOR SAID COUNTY, PURSUANT TO ART. 1580, V.A.T.S.

THE JUDGES CONSIDERED THE RECOMMENDATION OF COMMISSIONERS' COURT THAT JOHN HAMMETT BE APPOINTED TO FILL SAID POSITION, AND PROCEEDED TO INTERVIEW MR. HAMMETT. BEING SATISFIED THAT HE IS A SUITABLE PERSON, IT IS THEREFORE

ORDERED THAT JOHN HAMMETT BE, AND HE IS HEREBY APPOINTED PURCHASING AGENT FOR FORT BEND COUNTY, TEXAS. HIS APPOINTMENT SHALL COMMENCE FEBRUARY 1, 1985, AND HE SHALL HOLD OFFICE, UNLESS REMOVED BY SAID JUDGES, FOR A PERIOD OF TWO (2) YEARS, OR UNTIL HIS SUCCESSOR IS APPOINTED AND QUALIFIED. SAID APPOINTMENT SHALL BE EFFECTIVE AS OF THE ABOVE DATE AND UPON HIS EXECUTION OF A BOND IN THE SUM OF FIVE THOUSAND DOLLARS ($5,000.00), PAYABLE TO FORT BEND COUNTY, FOR THE FAITHFUL PERFORMANCE OF HIS DUTIES.

SIGNED THIS 25TH DAY OF JANUARY, 1985.

C. A. DICKERSON
JUDGE OF THE 240TH JUDICIAL DISTRICT

A. REAGAN CLARK
JUDGE OF THE 268TH JUDICIAL DISTRICT

THOMAS O. STANSBURY
JUDGE OF THE 328TH JUDICIAL DISTRICT

JODIE E. STAVINOHA
COUNTY JUDGE

PROPOSED AMENDMENTS TO BUDGET

1050-0024-0200	SALARIES & LABOR (INCREASE)	$12,000.00
1050-0024-1010	PROPERTY & EQUIPMENT (INCREASE)	3,500.00
1050-0024-2000	UTILITIES (NEW LINE ITEM)	5,000.00
1050-0024-3020	RENTALS (INCREASE)	1,800.00
	TOTAL	$23,300.00

1. The salaries & labor line item will need to be increased by approximately $12,000.00. This represents a full-time secretarial salary of $1,000.00 per month.

2. The property & equipment line item amount needs to be increased by approximately $3,500.00. This amount represents office equipment needed to sustain an office. At present time, I have 1 metal desk, 1 4-drawer file cabinet, 1 2-drawer file cabinet, 1 desk chair, and 1 calculator. The following is a list of equipment needed for an office.

a)	secretarial desk	$500.00
b)	secretarial chair	100.00
c)	typeqriter (IBM - direct order)	800.00
d)	copy machine	1,700.00
e)	side chairs (2)	100.00
f)	locking cabinet	160.00

3. Included in the utilities line item figure would be for gas, water, electricity, and telephone bill. On the telephone bill; this would include a 342 exchange.

4. The rentals line item amount needs to be increased by $1,800.00. This figure would serve as rent for building to serve as an office. The rent is $150.00 per month. At present time, the Constable's office is working out of J. P. Pct. #2 - Place #2, Fredrickson's office, and the space is entirely too small. There is not enough room in his facility to house my office any longer; I therefore request a building of my own.

Funds to come from Contingency Fund - an emergency is declared. (Recorded in minutes in full)

Salary	$ 12,000
Property & Equipment	$ 3,500
Utilities	$ 5,000
Rental	$ 1,800
Total	$ 23,300

Constable Todd request an amendment to current budget.

6. MR. WILLIAM MEITZEN, DISTRICT ATTORNEY, RE: REQUEST PERMISSION TO INCREASE DISTRICT ATTORNEY'S INVESTIGATIVE FUND FROM $500 TO $1,000:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the request to increase District Attorney's Investigative Fund from $500 to $1,000 to exclude use for conferences. Funds will be transferred within the District Attorney's budget.

7. DISCUSS AND CONSIDER SELECTION OF ARCHITECT FOR COUNTY BUILDING:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the following three architect firms to make suggestions as to a new county annex:

Chris DiStefano
Ray Bailey
Dawsey English

8. APPROVE CHANGE ORDER #6 IN THE AMOUNT OF $180,643 FROM WARRIOR CONSTRUCTORS FOR FLOOR WORK AT NEW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve change order #6 in the amount of $180,643 from Warrior Constructors for floor work at new library. Funds to come from Library Fund. (Recorded in minutes in full)

9. CONSIDER TITLE INSURANCE ON LIBRARY SITE:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to declare an emergency and purchase title insurance for $4,761.00 from Fort Bend Title Co. for the Fort Bend County Library.

10. ADVERTISE FOR BIDS FOR SITE WORK AT NEW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for site work at new library and open bids on March 6 at 2:00 p.m.

11. 10:00 A.M. - CONTINUE PUBLIC HEARING ON PETITION TO CREATE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #12:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the creation of LID #12 and adopt the resolution as presented and this creation does not affect the right of way easements of the Fort Bend County Drainage District.

Comm. Letts
Stanley K.
2-1-85

(8)

0099

26

CHANGE ORDER

CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT G701/CM

Distribution to:
- OWNER ☒
- ARCHITECT ☒
- CONSTRUCTION MANAGER ☒
- CONTRACTOR ☐
- FIELD ☐
- OTHER ☐

PROJECT: (name, address) Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

TO (Contractor):
Warrior Constructors, Inc.
1445 North Loop West
Houston, Texas 77001

CHANGE ORDER NUMBER: 006

INITIATION DATE: January 29, 1985

ARCHITECT'S PROJECT NO: 82105

CONSTRUCTION MANAGER'S PROJECT NO:

CONTRACT FOR: Construction Management/ General Construction

CONTRACT DATE: June 20, 1983

You are directed to make the following changes in this Contract:

1. Include Proposal PM-809-35, dated November 30, 1984, providing all floor work as required in original BID PACKAGE 13. ADD: $180,643.00

TOTAL ADD: $180,643.00

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (XXXXXXXXXX (Guaranteed Maximum Cost) was	$	5,965,065.00
Net change by previously authorized Change Orders	$	62,512.00
The XXXXXXXXXX) (Guaranteed Maximum Cost) prior to this Change Order was	$	6,027,577.00
The XXXXXXXXXX) (Guaranteed Maximum Cost) will be (increased) XXXXXXXX XXXXXXXX by this Change Order	$	180,643.00
The new (XXXXXXXXX) (Guaranteed Maximum Cost) including this Change Order will be	$	6,208,220.00
The Contract Time will be XXXXXXX) XXXXXXXX (unchanged) by		(-0-) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is October 2, 1985.

Recommended:
Warrior Constructors, Inc.
CONSTRUCTION MANAGER
1445 Noeth Loop W., Houston, TX 77001
ADDRESS
BY [signature] DATE 2/4/85

Approved:
Ronald Wedemeyer Associates Architect
ARCHITECT
4515 Hwy. 6 North, Houston, TX 77084
ADDRESS
BY Ronald J. Wedemeyer DATE Jan 29, 1985

Agreed To:
Warrior Constructors, Inc.
CONTRACTOR
1445 North Loop W., Houston, TX 77001
ADDRESS
BY [signature] DATE 2/4/85

Authorized:
Fort Bend County Commissioners Court
OWNER
P.O. Box 368, Richmond, Texas 77469
ADDRESS
BY Judie E. Stavinoha DATE 2/4/85

AIA DOCUMENT G701/CM • CHANGE ORDER • CONSTRUCTION MANAGEMENT EDITION • JUNE 1980 EDITION • AIA®
© 1980 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

The following representative discussed the creation of Fort Bend County Levee Improvement District #12:

Allan Raynor - representing Allan, Reynolds & Cook
Harry Walker - representing Van Sickle, Mickelson & Klein
Don Wilson - representing Ballas Investments
Carl Short - representing Underwood-Neuhaus
James Mirabel - representing Texas Department of Water Resources

The following documents were presented for record:

Petition of Creation
Notice of Hearing
Engineering Report
Affidavit of Posting
Publishers Affidavit
Affidavit of Notification
Revised Metes and Bounds Descriptions

12. ADVERTISE FOR BIDS FOR SALE OF MOTOR GRADER FROM PRECINCT 3; AND ADVERTISE FOR BIDS FOR COMPUTER HARDWARE FOR DATA PROCESSING FOR USE BY SHERIFF'S DEPT:

Advertise for bids for sale of motor grader from Precinct #3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for sale of motor grader from Precinct #3.

Advertise for bids for computer hardware for Data Processing for use by Sheriff's Department:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to advertise for bids for computer hardware for Data Processing for use by Sheriff's Department. (Recorded in minutes in full)

13. PURCHASE PICKUP TRUCK FOR ANIMAL CONTROL DEPT. (FUNDS ARE AVAILABLE):

Postponed.

14. CONSIDER PURCHASE OF ONE OR MORE DUMP TRUCKS, CAB & CHASSIS WITH FIFTH WHEEL & WINCH, AND VIBRATORY ROLLER, FROM BIDS PREVIOUSLY OPENED:

Purchase of one or more dump trucks:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to purchase one 5-6 yard dump truck from Mort Hall Ford in the amount of $21,150.00 for Precinct #2. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to purchase one 12-14 yard dump truck from Port City Ford in the amount of $47,088.50 plus optional equipment, total amount of purchase is $47,713.60 for Precinct #2.

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to purchase two of the following 12-14 yard dump truck from Port City Ford for Precinct #1:

Port City Ford	
1985 LT 9000	$ 47,088.50
with trade-in #1	- 13,000.00
with trade-in #2	- 15,000.00

0101

25.00

1607 515 26

THE STATE OF TEXAS §
§ COMPARED OFFICIAL RECORDS
COUNTY OF FORT BEND §

8506025

ORDER GRANTING PETITION FOR CREATION OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

WHEREAS, commencing at 10 o'clock a .m. on the 4 day of FEBRUARY, 1985, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court") met in regular session at its regular meeting place in the City of Richmond, Fort Bend County, Texas, with the following members present, to wit:

JODIE STAVINOHA
JOHNNIE PUSTKA
BEN DENHAM
ALTON PRESSLEY
BOB LUTTS

WHEREAS, among other business, there came on for hearing a Petition for Creation of Levee Improvement District (the "Petition"), praying for creation of a levee improvement district to be known as Fort Bend County Levee Improvement District No. 12 (the "District"), situated within Fort Bend County, Texas, submitted by the owners of a majority of the acreage within the District ("Petitioners"), such matter theretofore duly set for hearing before the Commissioners Court at the above-mentioned time, date, and place;

WHEREAS, all interested persons, or other attorneys, were invited and given full opportunity to appear and contend for or contest the Petition and offer testimony pertinent to any issue presented, including the sufficiency of the Petition and whether the District is feasible and practicable and is necessary and would be a benefit to all or any part of the land proposed to be included in the District, but no appearances were made except by representatives of Petitioners and by a representative of the executive director of the Texas Department of Water Resources;

WHEREAS, Alan H. Raynor, of Reynolds, Allen & Cook Incorporated, attorneys, entered an appearance on behalf of Petitioners and, pursuant to the provisions of law, there was incorporated into the record all matters filed with the Commissioners Court in connection with the Petition, including

Return to: Elida

RETURN TO ELIDA

02/08/85 850-6025

particularly the following items: the Petition; an Affidavit of posting of notice of the above described hearing from the Sheriff and the County Clerk of Fort Bend County; and a written report of the executive director of the Texas Department of Water Resources;

WHEREAS, the Commissioners Court received and considered the above-mentioned evidence, statements of counsel, and the testimony of three witnesses for Petitioners, being (1) _____ _____ a [registered professional] civil engineer, (2) _____, a market analyst, and (3) _____, _____ of Petitioners;

NOW, THEREFORE, BASED UPON THE AFOREMENTIONED EVIDENCE AND ON MATTERS OFFICIALLY NOTICED, THE COMMISSIONERS COURT HEREBY ADOPTS THE FOLLOWING

FINDINGS

1. Petitioners seek creation of a levee improvement district to exercise the powers and functions set forth in Chapter 57, Title 4, Texas Water Code, as amended.

2. The territory sought to be included in the District comprises approximately _____ acres of land, more or less, lying wholly within Fort Bend County, Texas. The boundaries of such parcel[s] of land form a closure and are described by metes and bounds as set forth on Exhibit "A", attached hereto and incorporated herein for all purposes.

3. The Petition, accompanied by a deposit in the amount required by Section 57.013, Texas Water Code, as amended, was filed with the Clerk of the Commissioners Court, and conforms to the requirements of Section 57.012 , Texas Water Code, as amended.

4. On January 7, 1985, the Commissioners Court passed an Order Setting Hearing Date for Petition for Creation of Levee Improvement District, setting a hearing on the Petition at the time, date, and place first above-mentioned and ordering that notice thereof be given as required by law. All actions taken in connection with such Order are hereby ratified and affirmed.

5. The Commissioners Court has duly received, set a hearing on, and heard all testimony and evidence for or against the Petition; the Commissioners Court has jurisdiction of this proceeding; all notices, proceedings, and actions incident to this hearing and the filing of the Petition have been given, taken, made, and had as required by law.

6. The Petition is signed by the owners of a majority of the acreage of the land within the District. as indicated by the tax rolls of Fort Bend County, Texas. The Petition describes the boundaries of the District by metes and bounds, states the general nature of the work proposed to be done, the necessity for the work and the cost of the project as then estimated by Petitioners, and designates the District "Fort Bend County Levee Improvement District No. 12", which name is not used to designate any other levee improvement district in Fort Bend County, Texas.

7. The above described hearing on the Petition was duly and properly called and notice thereof was duly and properly given (a) pursuant to Article 6252-17, Vernon's Texas Civil Statutes, as amended, (b) by posting notice at the courthouse door and at four different places within the District, said notice being posted at least 10 days before the date of the hearing, and (c) such notice of hearing was mailed to the executive director of the Texas Department of Water Resources in Austin, Texas, all as required by Chapter 57.015 of the Code.

8. The proposed improvements of the District are desirable, feasible, and practicable.

9. The proposed improvements would be a public utility and a public benefit, and would be conducive to public health.

10. The executive director of the Texas Department of Water Resources has determined the necessity, feasibility and probable costs of reclaiming the land of the district from overflow and of draining it properly, and has determined the costs of organizing and maintaining the District for two years and has, after investigation, filed a written report with the Commissioners Court approving the District creation.

11. The purposes for which creation of the District is sought are as described in the Petition and are purposes for which a levee improvement district may be lawfully created. The general nature of the work to be done and the estimated cost of the project proposed to be undertaken by the District are as described in the Petition.

NOW, THEREFORE, upon motion duly made and seconded and carried and adopted unanimously, all Commissioners present voting "aye," it is hereby ordered by the Commissioners Court of Fort Bend County, Texas THAT:

> The Petition be and is granted and that Fort Bend County Levee Improvement District No. 12 be and is organized, created, and established as a levee

improvement district, under the terms and provisions and with the power and authority established by Chapter 57 of the Texas Water Code, as amended, with jurisdiction over the land lying within the boundaries described by metes and bounds attached as Exhibit "A" to this Order and incorporated herein for all purposes. Pursuant to Section 57.051, Texas Water Code, as amended, _____, _____ and _____ are hereby appointed directors of the District.

ORDERED AND ADJUDGED this February 4, 1985.

COMMISSIONERS COURT OF
FORT BEND COUNTY

By Jodie E. Stavinoka

ATTEST:

Dianne Wilson
County Clerk

(SEAL)

IN RE: MATTER OF THE CREATION	I	IN THE COMMISSIONERS COURT
OF FORT BEND COUNTY	I	OF
LEVEE IMPROVEMENT DISTRICT No. 12 (RE-0237)	I	FORT BEND COUNTY, TEXAS

Written Report of the Executive Director of the Texas Department of Water Resources to be filed at Hearings Upon Application to create Levee Improvement District Pursuant to Rule 315.31 of the Rules of the Texas Water Development Board and Section 57.016, Texas Water Code.

I.

Notice of the Hearing on petition for creation of Fort Bend County Levee Improvement District No. 12 was received by the Texas Department of Water Resources on January 28, 1985. Time and staff limitations have prevented a full, in-depth study of the fiscal feasibility of this proposed District. Information being provided herein is therefore of a preliminary nature and is not intended otherwise. It is based on a thorough staff review of the Engineering Report on creation of Fort Bend County Levee Improvement District No. 12 prepared by the petitioner's engineer, Van Sickle-Mickelson and Klein, Inc., as well as review of the following data and reports:

1. Texas State Reclamation Engineer files;
2. U.S. Army Corps of Engineers' Brazos River flood data; and
3. The Brazos River Flood Study conducted by Espey, Huston and Associates, Inc.

Members of the staff of the Texas Department of Water Resources have visually inspected the land to be included within the proposed Levee District.

The proposed District is located in northeastern Fort Bend County, approximately 20 miles west of downtown Houston, as shown on Exhibit 1. It lies approximately 3 miles southwest of the intersection of FM 1093 and State Highway 6 and is bounded on the north by Barker Dam, on the east by Harlem Road, on the south by Mortin Road, and on the west by Blew Road. It extends roughly 4 miles westward from Harlem Road and approximately 3 miles southward from Barker Dam.

The proposed District contains approximately 4,013 acres of agricultural land which has been subjected to only minimal urban development. The terrain slopes from the west to the east, with elevations ranging from 110 feet above m.s.l. to 90 feet above m.s.l. The western third of the District has a slope of roughly 4 feet per mile, whereas the eastern two-thirds of the District is considerably flatter, having a slope of only 0.4 feet per mile.

Long Point Slough is a natural stream which flows generally from west to east, then turns northward near Harlem Road. Originally, Long Point Slough continued northward for approximately 2 miles to outfall into Buffalo Bayou. During the construction of Barker Dam, however, Long Point Slough was cut off from Buffalo Bayou and diverted into the toe ditch around the dam, which is now known as Clodine Ditch. This man-made channel also outfalls into Buffalo Bayou, approximately 7 miles northeast of the Long Point Slough confluence at FM 1093. Clodine Ditch is located entirely on U.S. Government property at Barker Reservoir. The Reservoir is under the jurisdiction of the U.S. Army Corps of Engineers, Galveston District.

Approximately 980 acres of the proposed District are within the 100-year floodplain of Clodine Ditch and Long Point Slough, as defined by the most current Federal Insurance Administration (FIA) Flood Hazard Boundary Maps dated July 1976. A more recent FIA study, which is currently out for review and comment, shows 2,660 acres of the District within the 100-year flood plain. Exhibit 2 shows the flood plain of Clodine Ditch and Long Point Slough as it affects the District's property. The proposed channel improvements, in conjunction with some limited filling of the property, will confine the 100-year flood within the channel banks. In addition, adequate outfall depth will be provided for the development of lateral storm sewer systems. The plan of the proposed drainage improvements is indicated on Exhibit 2.

II.

Because the land within the proposed District is intended to be used for residential, commercial, and industrial development, channel improvements must be made to protect the land from flooding of Clodine Ditch and Long Point Slough. There is an additional need for selective filling of certain areas in order to provide adequate grading and drainage and to prevent localized flooding of buildings.

III.

The plan of reclamation for the District will, in general, include the following drainage improvements:

1. Clodine Ditch will be deepened and widened outside the boundaries of the District to increase channel capacity and provide sufficient outfall depth. Beginning at the downstream side of FM 1093, Clodine Ditch will be deepened 4 or 5 feet and the bottom widened to 30 feet. These improvements will end approximately 7 miles downstream at the outfall of Buffalo Bayou.

2. Long Point Slough will be deepened and widened from the downstream side of FM 1093 to the eastern property line of the Interfield Tract. Long Point Slough will be deepened 5 or 6 feet for roughly 4 miles and the bottom widened from 10 to 30 feet.

3. The spreading of material excavated from the channel will raise low-lying areas of the District above the Clodine Ditch/Long Point Slough 100-year flood plain elevation.

IV.

The petitioner's engineer estimates that, based on current prices, the cost of the proposed drainage improvements will total $10,500,000. This amount also includes estimated costs for organization of the District. We concur with the engineer's estimates, which are reflected in Table I.

TABLE I
SUMMARY OF PROJECT COSTS

I. CONSTRUCTION COSTS	
1. Channel Improvements	$ 5,298,000
2. Contingencies	657,000
3. Engineering	963,000
4. Land Acquisition	75,000
Total Construction Costs	$ 6,993,000
II. NONCONSTRUCTION COSTS	
1. Legal Fee (2%)	210,000
2. Fiscal Agent Fee (2%)	210,000
3. Capitalized Interest (2 yrs @ 12%)	2,520,000
4. Bond Discount (3%)	315,000
5. Organizational, Administrative, and Bond Issuance Expenses	152,000
6. Nonconstruction Contingencies	100,000
Total Nonconstruction Costs	$ 3,507,000
TOTAL BOND ISSUE REQUIREMENT	$ 10,500,000

Information provided in the petitioner's engineering report indicates that, at full development, the area within the District will have an estimated taxable value of approximately $850,000,000. The total average debt service requirement for the retirement of the $10,500,000 bond issue has been calculated by the petitioner's financial advisor to be $1,338,750 for the 25-year life of the bonds. Assuming a 90 percent tax collection rate and full development of the District, an average ad valorem tax rate of approximately $0.18 per $100 of valuation will be required to discharge the District's bond obligation. However, due to the relatively low current assessed value of the land within the District, preliminary tax studies indicate an initial tax rate of $0.50 per $100 valuation will be levied to amortize the bonds. As noted previously, an in-depth study of the projected appraisal value of the fully developed land within the proposed District has not been attempted because of staff and time limitations.

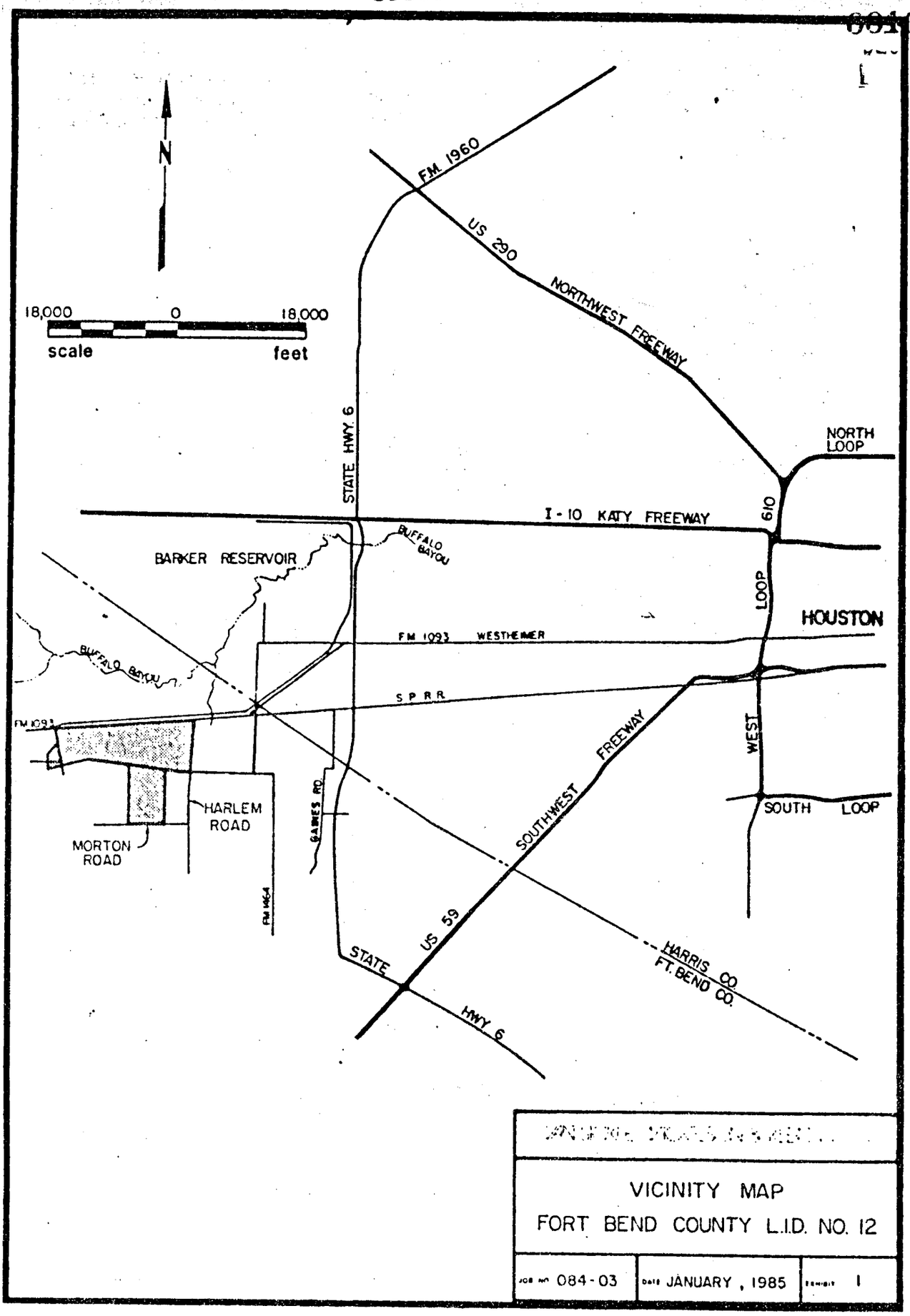
V.

It is the opinion of the Texas Department of Water Resources' staff that this proposed reclamation project can be developed successfully and in an orderly manner through a properly constituted and organized levee improvement district.

Respectfully submitted,

Charles E. Nemir
Executive Director
Texas Department of Water Resources

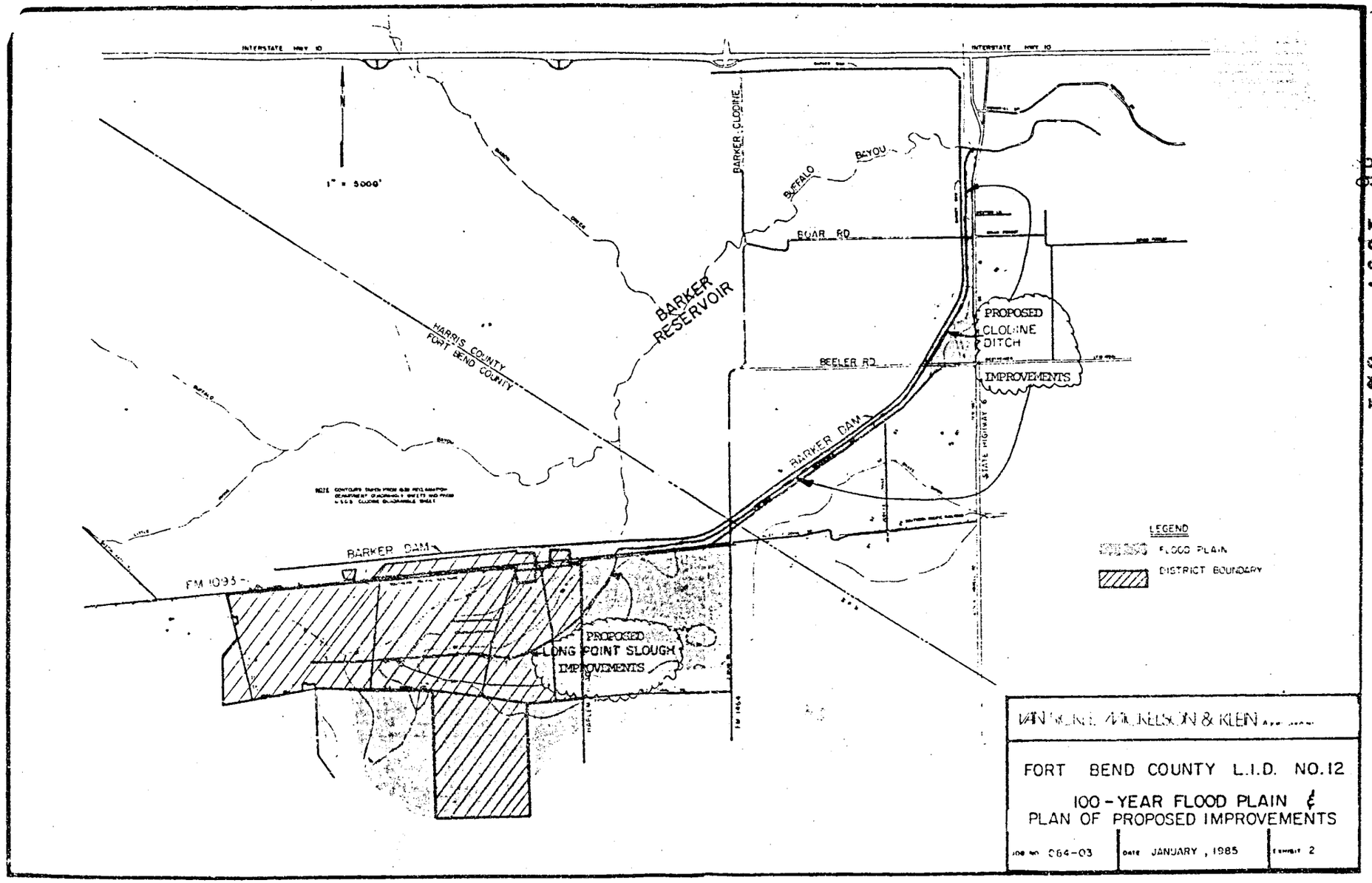
Attachments (2)



VICINITY MAP
FORT BEND COUNTY L.I.D. NO. 12

JOB NO. 084-03	DATE JANUARY, 1985	EXHIBIT 1

00110 - 06 1607 524 OFFICIAL RECORDS



OFFICIAL RECORDS

PETITION FOR CREATION OF

LEVEE IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

TO THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

The undersigned (herein "Petitioners"), owners of certain land in Fort Bend County, Texas, acting pursuant to Chapter 57, Title 4, Texas Water Code, as amended, and Article XVI, Section 59, of the Texas Constitution, respectfully petition the Commissioners Court of Fort Bend County, Texas for the creation of a levee improvement district (the "District") and would respectfully show the following:

I.

The name of the District shall be Fort Bend County Levee Improvement District No. 12.

II.

The District shall contain an area of approximately 4013.4 acres of land, more or less, situated wholly in Fort Bend County, Texas, and described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein for all purposes. No part of such area lies within the boundaries of any other levee improvement district created pursuant to Chapter 57, Title 4, Texas Water Code, as amended. All of the territory proposed to be included may properly be included in the District.

III.

Petitioners own a majority of the acreage within the District, as indicated by the tax rolls of Fort Bend County, Texas, as supplemented.

IV.

The general nature of the proposed improvements is the construction and maintenance of levees and other drainage improvements on, along, and contiguous to ditches, detention ponds, rivers, creeks, and streams; the reclamation of lands from overflow from these streams; the control and distribution of waters of rivers and streams by straightening and otherwise improving them; and the providing of proper drainage and other improvements to the reclaimed land.

V.

The project, including the proposed improvements, is practicable and feasible, in that the terrain of the territory to be included in the District is of such a nature that a levee and drainage system can be constructed at a reasonable cost. In addition, the project is necessary and would be a benefit to the land to be included in the District, in that such territory will be reclaimed from the overflow of rivers, creeks, and streams in the area. There is not now available within the area an adequate levee or drainage system. The health and welfare of the present

Return to Elida to record in CCM 2/4

and future inhabitants of the District and of territories adjacent thereto require the acquisition, construction, maintenance, and operation of a levee and drainage system. A public necessity therefore exists for the organization of the District to provide for the purchase, construction, extension, improvement, maintenance, and operation of such levee and drainage system, so as to promote the public health and welfare of the community.

VI.

It is now estimated by Petitioners, from such information as is available at this time, that the ultimate cost of the improvements described in paragraph IV above will be approximately $10,500,000.

VII.

The taxes proposed to be levied in the District shall be assessed on the ad valorem basis.

VIII.

This Petition may be executed in multiple counterpars by the Petitioners, each of which shall be considered an original for all purposes as of the date set forth above, and all of which shall constitute but one and the same instrument.

WHEREFORE, Petitioners request creation of the District and respectfully pray that the Commissioners Court fix a time and place for a hearing on the Petition and order the County Clerk to issue notices of such hearing, all as required by law; that a hearing be held on the Petition as required by law; and that Commissioners Court render a judgment reciting its findings and establishing the District and include such findings and judgment in an order granting this Petition and establishing the District as herein requested.

RESPECTFULLY SUBMITTED, this 7th day of JANUARY, 1985.

PETITIONERS:

THE GRAND MISSION CORPORATION

ATTEST

By John Ballis

LIENHOLDER:

By Edwin E. Smith

Allied Bank of Texas

OFFICIAL RECORDS

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared JOHN SALLIS, of THE GRAND MISSION CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of JANUARY, 1985.

Linda Bryan
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

My Commission Expires: 4/21/87

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for Harris County, Texas, on this day personally appeared Edwin E. Smith, of ALLIED BANK OF TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of January, 1985.

Nancy Jones
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

My Commission Expires: 3-1-86

00114

1607 26 528

OFFICIAL RECORDS

471 WEST, A TEXAS JOINT VENTURE

By: _____
Maher Quaddumi
Managing Partner

By: _____
Riad Chehlaoui
Managing Partner

80 WEST, A TEXAS JOINT VENTURE

By: _____
Managing Partner

By: _____
Managing Partner

AS PER ORIGINAL

471 WEST, A TEXAS JOINT VENTURE

By: _____
Maher Quaddumi
Managing Partner

By: _____
Riad Chehlaoui
Managing Partner

80 WEST, A TEXAS JOINT VENTURE

By: _____
Managing Partner

By: _____
Managing Partner

471 WEST, LIEN HOLDER

By: _____
Ronan M. Gomberg
PC Westheimer II Joint Venture,
a Texas Joint Venture

00116 26
1607 530
OFFICIAL RECORDS

AS PER ORIGINAL

471 WEST, A TEXAS JOINT VENTURE

By: _____
Maher Quaddumi
Managing Partner

By: _____
Riad Chehlaoui
Managing Partner

80 WEST, A TEXAS JOINT VENTURE

By: _____
Managing Partner

By: _____
Managing Partner

471 WEST, LIEN HOLDER

By: _____
Roman M. Gomberg
PC Westheimer II Joint Venture,
a Texas Joint Venture

By: _____
Aaron Pasternak, Trustee
TRUSTee

REQUEST FOR DATA PROCESSING

SHERIFF'S EQUIPMENT

The following equipment is needed to run the Sheriff's Department Management System, (See attached documentation), And future systems for the Sheriff's Department.

Money is available in the 1985 budget for the items listed.

I. Two (2) Remote Terminal Controllers, each able to handle at least 32 terminal devices and supporting SNA/SDLC protocal.

Estimated Cost $20,000.

II. Thirty-Three (33) Cathode Ray Terminals.

Estimated Cost $48,000.

III. Six (6) Terminal Printers with sheet feed capabilities.

Estimated Cost $30,000.

IV. Six (6) Terminal Printers, continuous forms only.

Estimated Cost $29,500.

V. Four (4) Modems, 9600 Baud, for Leased Line.

Estimated Cost $22,000.

Chuck Miller

Chuck Miller
Data Processing Manager

00118

(13)

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BID ACCEPTANCE SHEET

DEPARTMENT: Ft. Bend County Animal Control

PERSON MAKING REQUEST: Marjorie K. Bohle

BID DATE: Dec. 17, 1984

BID AWARDED TO: East Bernard Ford

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT
1. Base list 1/2 ton F-150 pick up	6996.70
2. V-8 (302 C.I.D)	359.95
3. 5600 GVW. w/H.D. rear springs, pwr. Brakes, Front & rear stabilizer bars	152.93
4. A.M. radio	32.98
5. heavy duty front springs	11.85
6. Automatic Transmission	472.17
7. Tinted glass	38.85
8. outside mirrors	42.25
9. Air Conditioning	628.39
10. rear step bumper	85.00

request white if not on hand.

TOTAL AMOUNT: 8821.07

Marjorie K. Bohle

00119
(14)

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct #2

PERSON MAKING REQUEST: Commissioner Ben Denham

BID DATE: Jan. 28, 1985

BID AWARDED TO: Mort Hall Ford 10730 Eastex Fwy. Houston, Tx. 694-6631

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

	ITEM	AMOUNT	
1.	Ford F-700 5-6 Yard Dump Truck	$21,150.00	Road & Bridge Property & Equipment 08-02-0048-1010
2.			
3.			
4.			
5.			

TOTAL AMOUNT: $21,150.00

00120

FORT BEND COUNTY

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BID TABULATION

ONE OR MORE NEW 5-6 YARD DUMP TRUCKS

MON., JAN. 28, 1985 - 1:30 P.M.

#14A

COMPANY	MAKE/MODEL	ENG. H.P.	C.I.D.	FUEL (Diesel)	FUEL TANK CAP. (Dual)	GVW RATING	GCW RATING	FRONT TIRES (9:00x20-10)	REAR TIRES (9:00x20-12)
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	1985 Ford Model F7000	163	636	diesel	(2) 35 gallon	24,500#	36,000#	9.00x20 10 PR	9.00x20 12 PR
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	1985 Ford Model F7000	175	636	diesel	(2) 50 gallon	23,100#	36,000#	9.00 x 20 10 ply	9.00 x 20 10 ply
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	1985 Ford Model F600	145	500	diesel	(2) 35 gallon	22,000#	25,000#	9.00 x 20 10 PR	9.00 x 20 12 PR
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	IH 1654	155	420	diesel	102 gallon	25,580# tires	not appli- cable	9:00 x 20 10 PR	9:00 x 20 12 PR
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	Ford F-800	165 gross	8.2 L 500.8 cid	yes	LH & RH 35 gal 70 gal total	25,000#	n.r.	9.00 x 20 10 PR hwy	9.00 x 20 12 PR hwy
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 928-5381 Russell Moore/ John M. Thomas	Mack MS200P	175 @ 2600 RPM	335	diesel	75 single RH mount	28,000#	---	10.00 x 20 12 ply	10.00 x 20 12 ply
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	1985 F700 141" wheelbase	165	500	diesel	70 gallons total	25,500#	32,000#	9:00 x 20 10 ply	9:00 x 20 12 ply
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	1985 Ford F-700	145	500.8	diesel	(2) 35 gallon	24,500#	not rated	9:00 x 20 10 PR tube type	9:00 x 20 12 PR tube type
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	1985 Ford F-700	201	370	gas	RH 50 gallon	24,500#	42,000#	9:00 x 20 12 PR tube type	9:00 x 20 12 PR tube type
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	1985 F700 Ford	165	500.8	diesel	single 50 gallon	24,500#	42,000#	9:00 x 20 12 PR tube type	9:00 x 20 12 PR tube type M & S
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	Ford F-700	165	8.2L	yes	LH-RH 35 gallon	25,000#	---	yes	yes

00121

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COMPANY	TYPE WHEELS	RIM WIDTH	FRONT SUSPENSION (Min. 7,000#)	REAR SUSPENSION (Min. 18,500#)	C.A. DIMENSION	TRANSMISSION	REAR AXLE	CLUTCH (H.D.)	BRAKES
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	cast spoke	7.0	7,400#	21,180#	60"	5 speed	17,500# 2 spd	14"	hydraulic
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	10 hole disc	7.0	9,000#	23,340#	84"	5 speed	17,500# 2 spd	14" 2 plate	hydraulic
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	cast spoke	7.0	7,000#	21,180#	60"	4 speed	15,000# 2 spd	13"	hydraulic
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	5 spoke cast	7"	7,500# axle & springs	19,000# axle 20,000 springs	84"	Spicer CM-C40540 5 speed	Spicer M185T 2 spd	14"	hydraulic
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	cast spoke (see options)	7.0	7,400#	21,180#	84"	Clark 5 speed	Eaton 19,000# 2 spd	14" dampened disc ceramic	Split hyd.
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 928-5381 Russell Moore/ John M. Thomas	Steel disc	7.5	9,500#	18,500#	84"	Spicer 5852A 5 spd	Eaton 18,500# 2 spd	14" single plate	air over hydraulic
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	Cast spoke	7" x 20	7,000#	19,000#	72"	Spicer 4054D	Eaton 17121 w/557 ratio	14" single plate	split hydraulic
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	C/S	7.0	7,400#	21,180#	72	4054A 5 spd	17,500# Rockwell H-173	---	hydraulic
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	7.0x20 C/S	7.0	7,500#	23,340#	72	4054A 5 speed	17,500 Spicer G175T	13" single plate	hydraulic
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	C/S	7.0	7,500#	23,340#	72	4054D 5 spd	17,500# Spicer G175T	14" cermanic	hydraulic
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	spoke	7.0	yes	19,000#	72	5 spd	19,000#	14"	disc/ hyd

00122

COMPANY 26	MAKE/MODEL DUMP BED	BED CAP. (5-6 yd)	WT OF TRUCK W/DUMP BED	FRAME (Extra H.D.)	AUX. TRANSMISSION	STEERING (Power)	IS UNIT COMPLETE?	OTHER INFORMATION & SPECIFICATIONS
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	Fontaine 4400	5-6 yd	10,387#	50,000 psi	none	std	no-aux. transmission	full factory warranty
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	Fontaine 4400	5-6 yd	10,687#	50,000 psi	none	std	no-12 ply rear tires & spare wheel; aux. transmission	full factory warranty
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	Fontaine 4400	5-6 yd	9,801#	10.20 SM 50,000 psi	none	hydraulic power steering	no-aux. transmission	full factory warranty
Alvin Equip. Co., Inc. P. O. Box 31600 Alvin, TX 77511 331-3177 David H. Coffee	Galion HG91	5-6 yds	10,563#	Inverted "L" reinforcement	not available	power: Saginaw 710	yes	(See Bid)
South Loop Ford Trucks P. O. Box 45065 Housotn, TX 77245 799-1660 James L. Landolt	Fontaine 5/6 yd	5/6	11,000# approx.	18.0 SM Reinforced	None	Yes- Ross Intregal	yes	---
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 928-5381 Russell Moore/ John M. Thomas	Gallian	5-6 yd	13,155# ± 2%	"L" Reinforced	---	Sheppard Hydraulic	no-aux. transmission	(See Bid)
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	Fontane U-400	5-6 yds	unknown	10.8 SM 110,000 psi	none	yes	yes	Heavy duty U-joints included. Silicone hose pkg included. Item #23 PTO used for dump.
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	Fontaine	5-6 yd	10,000# est.	18.0 SM	none	power	yes	---
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	Fontaine 5-6 yd	5-6 yd	10-11,000#	18.0 SM	none	power	yes	(See Bid)
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	Fontaine	5-6 yd	11,000#	18.0 SM	none	power	yes	(See Bid)
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	Galion 8' 5/6 yd	5/6	12,500#	18.0" "L" Reinforced	n/a	yes	yes	---

00123

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COMPANY	FIBERGLASS PARTS?	BID PER UNIT	DELIVERY DATE	OPTIONAL EQUIPMENT & COST
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	fenders	$23,458.52	90-120 days	Disc wheels - $343.50 Tow hooks - $42.75 10' 5-6 yd dump on 84" C/A - $350.00 60 amp alternator - $18.00 175 HP engine - $543.00
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	fenders	$25,493.94	15 days	Additional Equipment: 60 amp alternator, front shock absorbers, instrumentation pkg, right hand sun visor, fender mounted turn signal lamps, Western stainless mirrors, front tow hooks
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	fenders	$20,588.14	90-120 days	165 HP engine - $549.75 Disc wheels - $343.50 Tow hooks - $38.25 10' 5-6 yd on 84" C/A - $350.00 60 amp alternator - $18.00
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	hood	$21,566.00	120-150 days	165 HP engine - $456.00
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	hood & fenders	$22,100 ea	90-120 days	Tow hooks (front) - $51.00 Steel disc wheels - $416.00 Credit for single speed rear axle - ($500.00)
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 928-5381 Russell Moore/ John M. Thomas	no	$30,338.00	30 days from order	AM radio - $85.00 Air conditioning - $995.00
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	yes-fenders	$21,841.30	150-165 days	8.2 L diesel 145 H.P. - $2776.50 credit Tilt Hood - $472.50 Tow hooks - $38.25 Horizontal muffler - $225.00
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4311 Ty Ayres	ft fenders	$20,672.25	90-120 days	Vertical exhaust - $225.00 165 HP 8.2 L - $550.00
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	ft fenders	$19,623.00	90-120 days	---
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4311 Ty Ayres	ft fenders	$22,946.00	60-90 days	---
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	---	$21,150.00	120-150	---

00124
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BIDDER: Moat Hill Ford Inc.

COMPANY ADDRESS: 1010 Easton Pike

COMPANY PHONE NUMBER: 684 6621

DESCRIPTION OF ITEM(S) BEING BID: Ford F-700-D

BID PRICE: $24,110.00 each

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? _____ YES ✓ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Lou Freeman DATE: 4/24/85

(NAME PRINTED): Lou Freeman

BID FORM

FORT BEND COUNTY — MON., JAN. 28, 1985 - 1:30 P.M.

ONE OR MORE NEW 5-6 YARD DUMP TRUCKS

PLEASE PRINT OR TYPE ALL INFORMATION.
PLEASE COMPLETE AND RETURN IN DUPLICATE.
PLEASE NOTE IN SOME CASES A MINIMUM IS GIVEN.

BIDS TO BE RETURNED TO THE COUNTY JUDGE'S OFFICE, FORT BEND COUNTY COURTHOUSE ANNEX, P. O. BOX 368, RICHMOND, TEXAS 77469, BY 1:30 P.M. ON THE DATE OF OPENING.

1.	MAKE AND MODEL (Must be new)	Ford F-700
2.	ENGINE HORSEPOWER	165
3.	CUBIC INCH DISPLACEMENT	8.2L
4.	FUEL TYPE (Diesel)	✓
5.	FUEL TANKS CAPACITY (Dual)	LH-RH 35 gallon
6.	GVW RATING	25000
7.	GCW RATING	
8.	FRONT TIRE SIZE (Must be tube type and at least 9:00 x 20 - 10 ply)	✓
9.	REAR TIRE SIZE (Must be tube type and at least 9:00 x 20 - 12 ply)	✓
10.	TYPE WHEELS	spoke
11.	RIM WIDTH	7.0
12.	FRONT SUSPENSION (Min. approx. 7,000 lbs.)	✓
13.	REAR SUSPENSION (Min. approx. 18,500 lbs.)	17000
14.	C. A. DIMENSION	72
15.	TYPE TRANSMISSION	5-Spd
16.	REAR AXLE	[illegible]
17.	SIZE CLUTCH (Must be heavy duty)	14"
18.	BRAKES	disc/Hyd
19.	MAKE AND MODEL DUMP BED	Gelco 8' 5/6 yd.
20.	DUMP BED CAPACITY (Min. 5-6 yds)	5/6
21.	WEIGHT OF TRUCK WITH DUMP BED	12,500
22.	FRAME (Must be extra heavy duty)	10.0" "L" Reinforced
23.	AUXILIARY TRANSMISSION	N/A
24.	TYPE STEERING (Power)	✓

25. THIS TRUCK MUST BE COMPLETE WITH: cab and chassis with new 5-6 yard dump bed, heater, spare wheel, all required signal and clearance lights, dual West Coast type side mirrors, reflectors, wheel flaps and cab protectors.

A. DOES THIS INCLUDE ALL OF THE ABOVE? YES ✓ NO _____

B. IF NOT, WHAT IS NOT INCLUDED? _____

26. OTHER INFORMATION AND SPECIFICATIONS: _____

27. DOES THIS TRUCK HAVE FIBERGLASS PARTS? WHERE? _____

28. BID PER UNIT - F.O.B. Fort Bend County, Texas — $20,150.00 ea

29. DELIVERY DATE — 120-150

30. OPTIONAL EQUIPMENT AVAILABLE: — COST:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

✓

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the time specified.

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FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

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BIDDER: Mopt Hall Ford Inc.

00127

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(#14)

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct # 2

PERSON MAKING REQUEST: Commissioner Ben Denham

BID DATE: Jan. 28, 1985

BID AWARDED TO: PORT CITY FORD TRUCKS
P.O. Box 21239
Houston, Texas 77226
Lynn Dundee 222-6521

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM		AMOUNT	
1. Ford LT9000	12-14 Yard Dump Truck	$47,088.50	Road & Bridge Property & Equipment 08-02-0048-1010
2. Disk Wheels		495.60	
3. Tow Hooks		79.80	
4. 90 Am Alt		49.70	

TOTAL AMOUNT: $47,713.60

00128

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(14)

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct #1

PERSON MAKING REQUEST: Johnnie Postka, com.

BID DATE: 1-28-85

BID AWARDED TO: Port City Ford

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT
1. DUMP TRUCK Ford LT9000 TRADE IN	47,088.00 13,000.00 34,088.00
2. DUMP TRUCK Ford LT9000. TRADE IN	47,088.00 15,000.00 32,088.00
4.	
5.	

TOTAL AMOUNT: _____

FORT BEND COUNTY

BID TABULATION

ONE OR MORE NEW 12-14 YARD DUMP TRUCKS
(ALTERNATE)

MON., JAN. 28, 1985 - 1:30 P.M.

00129

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COMPANY	MAKE/MODEL	ENG. H.P. (Min. 300)	FUEL (Diesel)	FUEL TANKS CAP. (Dual)	GVWR (Min. 50,000)	C.I.D. (Min. 855)	FRONT TIRES	REAR TIRES
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	1985 Ford LT-9000	300	diesel	(2) 50 gallon	50,000#	855	10:00 x 20 14 pr tube type	10:00 x 20 12 pr tube type
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	1985 Ford LT9000	300	diesel	(2) 50 gallon	50,000#	855	10.00 x 20 14 ply	10.00 x 20 12 ply
Alvin Equip. Co., Inc P. O. Box 36100 Alvin, TX 331-3177 David H. Coffee	IH F2574	300	diesel	100 gallon	50,000#	855	10:00 x 20 14 pr	10:00 x 20 12 pr
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	1985 LNT 9000 162" W.B.	300	diesel	100 gallon total	50,000#	855	10:00 x 20 14 ply	10:00 x 20 12 ply
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 77023 928-5381 Russell Moore/ John M. Thomas	1985 Mack R686ST	300 @ 2100 RPM	diesel	110 gallons total	50,000#	672	10.00 x 20 14 ply	10.00 x 20 12 ply
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	Ford LT9000	300 @ 2100	Cummins diesel NTC 300	RH & LH 50 gallon (100 gallon total)	50,000#	855	10.00 x 20 14 pr	10.00 x 20 12 pr
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	Ford LT9000	NTC 300	yes	LH-RH 50 gallon	48,800#	yes	10.00 x 20 12 pr	10.00 x 20 12 pr

00130 26

COMPANY	WHEELS & RIMS	C.A. DIMENSION (Min. 102")	FRONT GAWR (Min. 12,000#)	REAR GAWR (Min. 38,000#)	WT OF TRUCK WITHOUT BED	TRANSMISSION	FRAME (1,700,000 RBM)
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	Ft 8.0 Rear 7.5 x 20 C/S	108"	12,000#	38,000#	13,662#	Fuller 11605A	15.9 SM 110,000 psi 1,749,000 RBM
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	8.0 front 7.5 rear cast spoke	108"	12,000#	38,000#	---	RT11609 9 speed	15.90 S.M. 1,749,000 RBM 10.25x3.19x.373
Alvin Equip. Co., Inc P. O. Box 36100 Alvin, TX 331-3177 David H. Coffee	7½"-20" 6 spoke cast	102	12,000# axle	38,000# suspension	15,713#	5 speed Fuller 11605A not recommended by IH sales eng. 10 speed Fuller RT011608 w/14.05x1 reduction in low gear is quoted.	Rail 10-1/8"x3½"x 5/16½, inverted "L" reinforcement 9½"x3-5/16"x½" RBM 2,178,000 in # 19.3 Section Modulus
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	7.50 x 20 cast spoke	96	12,000#	38,000#	unknown	Fuller RT11610 direct 10 speed	15.9 SM 110,000 psi
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 77023 928-5381 Russell Moore/ John M. Thomas	20 x 7.5 cast spoke	108"	12,000#	38,000#	14,900# ± 2%	Mack TRXL107 6 fwd, 5 rev. 14.10:1 low gear, direct in high, triple countershafts, 1500# ft. torque rating	9"x3½"x½" rail w/½" full inside channel reinforcement. High strength, low alloy steel, min. yield strength 110,000 psi, section modulus 16.74, RBM-1,840,000
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	20" cast spoke (see options)	108"	12,000#	38,000# SQ100	approx. 15,500#	RT011608LL bid more suitable for dump than 11605A since aux trans not specified. 8 spd plus lo & lo-lo deep reduction ratios	15.9 Section Modulus 110,000 psi steel
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	25" spoke	108	yes	yes	---	Spicer 1332A 7 speed	15.9 SM 110,000 psi

00131

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COMPANY	CLUTCH (H.D.)	BRAKES	STEERING (Power)	IS UNIT COMPLETE?	FIBERGLASS PARTS?	ADDITIONAL INFO. & SPECS.	WARRANTY INFO.	BID PER UNIT WITHOUT BED
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	14" 2 plate	cam air	intergal power	yes	hood	---	(See Bid)	$45,559.20
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-8521 Lynn A. Dundee	14" 2 plate	air, cam	hydraulic	yes	hood, fenders	---	full factory warranty	$42,393.35 without trade-in
Alvin Equip. Co., Inc P. O. Box 36100 Alvin, TX 331-3177 David H. Coffee	14" 2 plate	full air	Sheppard M-392	yes	yes-hood	(See Bid)	(See Bid)	$46,975.00 without trade-in
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	15½ 2 plate	air	yes	yes	hood & front end	H.D. U-joints included. Silicone hose pkg included. Cab ht. 68.4"	---	$42,991.12
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 77023 928-5381 Russell Moore/ John M. Thomas	14" 2 plate ceramic	dual air brake system	Ross integral hydraulic	no-855 cu.in. engine	hood & fender assembly	(See Bid)	(See Bid)	$46,605.00
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	Spicer 15½" 2 plate	Cam Air Ft & Rear	Integral power Ross HPB_64	yes	hood & fenders	---	---	$43,181.00
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	14" 2 plate	air	yes	yes	hood	---	OEM standard	$42,500.00

COMPANY 26	BID PER UNIT WITH BED	TRADE-IN #1	TRADE-IN #2	DELIVERY DATE	OPTIONAL EQUIPMENT & COST
Russell & Smith Ford 3440 S. Loop W. Houston, TX 663-4111 Ty Ayres	$50,559.20	$12,500.00	$10,000.00	90-120 days	Horizontal muffler w/vertical pipe - included
Port City Ford Trucks P. O. Box 21239 Houston, TX 77226 222-6521 Lynn A. Dundee	$47,088.50 without trade-in	$13,000.00	$15,000.00	90-120 days	Vertical muffler w/vertical pipe - standard Disc wheels - $495.60 Thirteen speed transmission - $597.10 Tow hooks - $79.80 90 amp alternator - $49.70
Alvin Equip. Co., Inc P. O. Box 36100 Alvin, TX 331-3177 David H. Coffee	$51,670.00 without trade-in	$10,000.00	$7,500.00	120-150 days	Horizontal muffler w/vertical pipe - standard
Dub Miller Ford P. O. Box 912 Rosenberg, TX 77471 342-5611 Jim Merkel	$47,686.12	$5,000.00	$8,000.00	90-105 days	Horizontal muffler/vertical pipe - n/a w/dual tanks Front tow hooks - $79.80 Bostrom Lo-back level air II driver's seat - $74.90
Mack Trucks, Inc. 5331 Gulf Fwy Houston, TX 77023 928-5381 Russell Moore/ John M. Thomas	$51,300.00	$10,000.00	$8,000.00	120 days from order	Horizontal muffler w/vertical pipe - $105.00 Air seat - $218.00 Air horns - $55.00 Kysor engine alarm system - $101.00 AM Radio - $85.00 (Much more available) NOTE: New 1984 Mack Model R686ST available for immediate delivery. Meets or exceeds all specifications, subject to prior sale. Price w/out body - $45,735.00 Price w/body - $50,430.00
South Loop Ford Trucks P. O. Box 45065 Houston, TX 77245 799-1660 James L. Landolt	$48,331.00	$14,000.00	$11,500.00	90-120 days	Horizontal muffler w/vertical pipe - ($100.00) credit 10 hold disc wheels 10 & spare - $708.00 Kysor warning & shutdown system - $281.00 Front tow hooks - $114.00
Mort Hall Ford 10730 Eastex Fwy Houston, TX 694-6631 Lou Kremmer	$47,195.00	$10,750.00	$9,250.00	120 days	Horizontal muffler w/vertical pipe - ($143.00) credit

BIDDER: Port City Ford Truck Sales, Inc.

COMPANY ADDRESS: P. O. Box 21239, 3625 Eastex Freeway, Houston, Texas 77226

COMPANY PHONE NUMBER: (713) 222-6521

DESCRIPTION OF ITEM(S) BEING BID: 1985 Ford LNT9000

BID PRICE: $ 42,393.35 WITHOUT TRADE; $ 47,088.50 WITHOUT TRADE

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Lynn A Dundee DATE: 1/28/85

(NAME PRINTED): Lynn A. Dundee, Sales Representative

00134 26

BID FORM

FORT BEND COUNTY

MON., JAN. 28, 1985 - 1:30 P.M.

ONE OR MORE NEW 12-14 YARD DUMP TRUCKS
(ALTERNATE)

PLEASE PRINT OR TYPE ALL INFORMATION.
PLEASE COMPLETE AND RETURN IN DUPLICATE.
PLEASE NOTE IN SOME CASES A MINIMUM IS GIVEN.

BIDS TO BE RETURNED TO THE COUNTY JUDGE'S OFFICE, FORT BEND COUNTY COURTHOUSE ANNEX, P. O. BOX 368, RICHMOND, TEXAS 77469, BY 1:30 P.M. ON THE DATE OF OPENING.

1.	MAKE AND MODEL (Must be new)	1985 Ford LNT9000
2.	ENGINE HORSEPOWER (Min. approx. 300)	300 Horsepower
3.	FUEL (Diesel)	Diesel
4.	FUEL TANKS CAPACITY (Dual)	(2) 50 Gallon
5.	GVWR (Min. approx. 50,000)	50,000 Lb. G.V.W.
6.	CUBIC INCH DISPLACEMENT (Min. approx. 855)	855 Cubic Inch
7.	FRONT TIRE SIZE	10.00 X 20, 14 Ply
8.	REAR TIRE SIZE	10.00 X 20, 12 Ply
9.	SIZE AND TYPE WHEELS AND RIMS	8.0 Front - 7.5 Rear Cast Spoke
10.	C. A. DIMENSION (Min. approx. 102")	108"
11.	FRONT GAWR (Min. approx. 12,000 lbs.)	12,000 Lb.
12.	REAR GAWR (Min. approx. 38,000 lbs.)	38,000 Lb.
13.	WEIGHT OF TRUCK WITHOUT BED	

14. TYPE TRANSMISSION (5 speed, Fuller 11605A or equal). Give complete specifications:
RT11609, Nine Speed (Ratio per Gear 12.65 Low; 8.38 1st; 6.22 2nd; 4.57 3rd; 3.40 4th; 2.46 5th; 1.83 6th; 1/34 7th; 1.00 8th

15. FRAME (Min. RBM 1,700,000). Give complete specifications:
15.90 S.M. - 1,749,000 RBM - 10.25 X 3.19 X .373

16.	SIZE CLUTCH (Must be heavy duty)	14" Two Plate
17.	BRAKES	Air, Cam
18.	TYPE STEERING (Power)	Hydraulic

19. CAB AND CHASSIS MUST BE COMPLETE WITH: heater, spare wheel, all required signal and clearance lights, dual West Coast type side mirrors, reflectors, wheel flaps and cab protectors.

A. DOES THIS UNIT INCLUDE ALL OF THE ABOVE? YES X NO ____

B. IF NOT, WHAT IS NOT INCLUDED? ____

20. DOES TRUCK HAVE FIBERGLASS PARTS? WHERE? Hood, Fenders

21. ADDITIONAL INFORMATION AND SPECIFICATIONS: ____

22. WARRANTY INFORMATION: Full Factory Warranty

23.	BID PER UNIT WITHOUT BED; ~~WITH~~/OR WITHOUT TRADE-IN; F.O.B. FORT BEND COUNTY, TEXAS	$ 42,393.35
24.	BID PER UNIT WITH BED; ~~WITH~~/OR WITHOUT TRADE-IN; F.O.B. FORT BEND COUNTY, TEXAS	$ 47,088.50

NOTE: POSSIBLY 3 UNITS WILL BE PURCHASED.

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NOTE: ONLY ONE (1) TRADE-IN WILL BE ALLOWED PER EACH NEW UNIT PURCHASED.

25.	TRADE-IN #1 - 1979 International Diesel; 10 yd. dump bed; Model F2554; VIN CF255JHA14073; Located at Precinct #1 in Rosenberg, Texas	$ 13,000.00
26.	TRADE-IN #2 - 1982 GMC Tandem dump truck; 10-12 yd. dump bed; Model TC7D064; VIN 1GDS704G30V578258; Located at Precinct #1 in Rosenberg, Texas	$ 15,000.00
27.	DELIVERY DATE	90 - 120 Days
28.	OPTIONAL EQUIPMENT AVAILABLE:	COST:
	Vertical Muffler with Vertical Pipe	Standard
	Disc Wheels	$ 495.60
	Thirteen Speed Transmission	$ 597.10
	Tow Hooks	$ 79.80
	90 Amp. Alternator	$ 49.70

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the time specified.

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

BIDDER: Port City Ford Truck Sales, Inc., P. O. Box 21239, Houston, Texas 77226

Lynn A. Dundee, Sales Representative (713) 222-6521

optional equipment:		
13 speed transmission	+	597.10
tow hooks	+	79.80
passenger seat	+	179.90
warning light buzzer (engine alarm)	+	80.50
air horns	+	81.90
TOTAL FOR #1		$ 35,107.70
TOTAL FOR #2		$ 33,107.70

Consider purchase of cab & chassis with fifth wheel & winch:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept purchase of 1984 LT9000 cab & chassis with fifth wheel & winch from South Loop Ford in the amount of $44,178.00 plus $2,446.00 for optional equipment. Total amount of purchase is $46,624.00 for Precinct #2. (Recorded in minutes in full)

Consider purchase of vibratory roller:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept purchase for vibratory roller from Fogle Equipment for one Ingersoll-Rand SP56DD in the amount of $51,500 for Precinct #2. (Recorded in minutes in full)

15. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND PERSONNEL AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the oil, gas and mineral (from Irish Oil & Gas Co.) three year primary lease on 9.8 acres. Funds of $490.00 are to be placed in a special account for Mission West Park.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to extend the Gate-Steen Delinquent Tax Contract from one year to two years.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that the delinquent debt account of $107,000 of Emergency Medical Service be referred to District Attorney and restrict the transfer of non-emergency patients to the County Health Van.

17. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) CORRECTING EROSION & LEVELING IN PREPARATION FOR SEEDING OF COUNTY LANDFILL; (2) SEEDING FOR EROSION CONTROL OF COUNTY LANDFILL; (3) EXCESS MATERIAL AT LANDFILL; (4) ONE OR MORE NEW SIDE-MOUNT MOWERS WITH AND WITHOUT TRACTOR; (5) CHAIN LINK AND BOARD FENCING; (6) MAINTENANCE BUILDING; AND (7) ONE OR MORE CANOPIES FOR PORTABLE OFFICE BUILDINGS:

Open bids for correcting erosion & leveling in preparation for seeding of county landfill:

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

A) King Construction Co.

B) RM Hardison

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct #2

PERSON MAKING REQUEST: Commissioner Ben G. Denham

BID DATE: Dec. 3, 1984

BID AWARDED TO: South Loop Ford Truck Sales, Inc. 8901 E. Almeda Houston, Tx.

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

	ITEM	AMOUNT	
1.	New 1984 Ford LT9000 Cab & Chassis w/Fifth Wheel & Winch	$44,178.00	Road & Bridge Property & Equipment 08-02-0048-1010
2.	With Options: Power Tower Winch Drive	400.00	
	38,000# rear axle	1,155.00	
3.	38,000# rear suspension	155.00	
	double frame	736.00	
4.			
5.			

TOTAL AMOUNT: $46,624.00

FORT BEND COUNTY

BID TABULATION

ONE OR MORE NEW OR USED CAB AND CHASSIS WITH FIFTH WHEEL & WINCH

MON., DEC. 3, 1984 - 1:30 P.M.

00138 26

COMPANY	MAKE/MODEL	NET ENG. H.P.	FUEL (Diesel)	C.I.D.	NET TORQUE @ RPM	GVW RATING (Min. 45,000#)	MAIN TRANSMISSION (5 spd-6352 or equal)
Port City Ford Truck Sales, Inc. 3625 Eastex Fwy Houston, TX 77026 222-6521 Lynn A. Dundee	1984 Ford LT-9000	230 HP @ 2100 RPM	---	---	---	---	Fuller RT-380 Heavy Duty Transmission
Russell & Smith Ford 3440 South Loop West Houston, TX 77025 663-4111 Ty Ayres	1985 LNT-8000	220 HP @ 2600	Diesel	636	578 @ 1400 RPM	44,800# GVW 65,000 GCWR	6052A 5-speed
Russell & Smith Ford 3440 South Loop West Houston, TX 77025 663-4111 Ty Ayres	New 1985 Ford LT-9000	239 HP @ 2100 RPM	Diesel	855	899 @ 1300 RPM	GVWR 44,800# GCWR 82,000#	T-11605A 5-speed
South Loop Ford Truck Sales, Inc. 8901 E Almeda Houston, TX 799-1660 Ray Pierson	1985 Ford LNT8000	195 @ 2600	Diesel	636	494 @ 1400	45,000#	Spicer 6052
South Loop Ford Truck Sales, Inc. 8901 E. Almeda Houston, TX 799-1660 Ray Pierson	New 1984 Ford LT9000	218 @ 2100	Diesel	426 (DDA6-71N)	596 @ 1250	50,000#	Fuller T11605A

BIDDER: SOUTH LOOP FORD TRUCK SALES INC. 28

COMPANY ADDRESS: 8901 E. ALAMEDA, HOUSTON, TX

COMPANY PHONE NUMBER: 713 799 1660

DESCRIPTION OF ITEM(S) BEING BID: CAB & CHASSIS WITH FIFTH WHEEL & WINCH

BID PRICE:

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? ____ YES ✓ NO

IF NOT, PLEASE EXPLAIN: OIL BATH AIR CLEANER

AUTHORIZED SIGNATURE: [signature] DATE: 12/3/84

(NAME PRINTED): RAY PIERSON / MITCH LEOINSKI

✓

00140

BID FORM

FORT BEND COUNTY 26

MON., DEC. 3, 1984 - 1:30 P.M.

ONE OR MORE NEW OR USED CAB AND CHASSIS WITH FIFTH WHEEL & WINCH

PLEASE COMPLETE AND RETURN IN DUPLICATE.
PLEASE NOTE IN SOME CASES A MINIMUM IS GIVEN.

BIDS TO BE RETURNED TO THE COUNTY JUDGE'S OFFICE, FORT BEND COUNTY COURTHOUSE ANNEX, P. O. BOX 368, RICHMOND, TEXAS 77469, BY 1:30 P.M. ON THE DATE OF OPENING.

1. MAKE AND MODEL (New or used tandem. Truck to be used to handle gooseneck trailer with payload up to 80,000 lbs.) — 1985 FORD LNT8000
2. NET ENGINE HORSEPOWER @ RPM (Must be capable of operating satisfactorily under heavy loads anticipated with the following heavy duty components.) — 195 @ 2600
3. FUEL (Diesel) — DIESEL
4. CUBIC INCH DISPLACEMENT — 636
5. NET TORQUE @ RPM — 494 @ 1400
6. GVW RATING (Min. approx. 45,000 lbs.) — 45000 LB.
7. MAIN TRANSMISSION (5 speed - 6352 or equal) — SPICER 6052
8. FRONT SUSPENSION CAPACITY (Min. approx. 12,000 lbs.) — 12000 LB.
9. AUXILIARY ENGINE (7231-D or equal) — 7041 C
10. REAR AXLE — 34000 LB. SL100
11. GENERATOR — 60 AMP ALTERNATOR
12. WEIGHT WITHOUT BED — 12,341 (APPROX.)
13. SIZE CLUTCH (Must be heavy duty) — 14" 2-PLATE
14. BRAKES (Give complete specifications): FULL AIR 15"X4" DRUM FRONT, 16½"X7" DRUM REAR
15. POWER STEERING — INTEGRAL
16. GEAR RATIO (Approx. 50 mph in direct drive) — 6.14 TO 1
17. C. A. DIMENSION (Must fit bed) — 108"
18. AIR COMPRESSOR SPECIFICATIONS: B/W 12 C.F.M.
19. FRAME SIZE AND CAPACITY: 15.9 SM, 110,000 PSI, 1,749,000 RBM
20. TIRE SIZE (Tube type with mud grips on rear) — 1000X20 12 PLY
21. WHEELS — CAST SPOKE
22. THIS BID TO INCLUDE all lights and reflectors to meet ICC regulations, twin West Coast mirrors, dual windshield wipers, hand air control valve, trailer break away valve, low pressure buzzer, oil filter, oil bath cleaner, directional signals front and rear with emergency blinker switch, positive crankcase ventilation.
    A. ARE ALL OF THE ABOVE INCLUDED? — NO
    B. IF NOT, WHAT IS NOT INCLUDED? — OIL BATH AIR CLEANER
23. BED: Self-loader type oil field bed with rolling tail pipe and Model 64 Tulsa or equal winch with head rack and cable. Give complete specifications: PER SPECS
24. BID PER UNIT (Complete and ready to operate - F.O.B. Fort Bend County, Texas) — 44178.00
25. DELIVERY DATE — 90/120 DAYS A.R.D.

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26. OPTIONAL EQUIPMENT AVAILABLE:	COST:
DISC WHEELS, 10 HOLE	735.00
POWER TOWER WINCH DRIVE	400.00
38000LB. REAR AXLE	1155.00
38000LB. REAR SUSPENSION	155.00
DOUBLE FRAME	736.00

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

BIDDER: SOUTH LOOP FORD TRUCK SALES INC.

(14)

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct #2

PERSON MAKING REQUEST: Commissioner Ben G. Denham

BID DATE: Dec. 10, 1984

BID AWARDED TO: Bogle Equipment P.O. Box 14207 Houston, Tx. 77221 799-9175

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

	ITEM	AMOUNT	
1.	Ingersoll-Rand SP56DD Drum Drive Vibratory Roller	$51,500.00	Road & Bridge Property & Equipment 08-02-0048-1010
2.			
3.			
4.			
5.			

TOTAL AMOUNT: $51,500.00

BID TABULATION

FORT BEND COUNTY — ONE OR MORE NEW AND CURRENT PRODUCTION DRUM DRIVE VIBRATORY ROLLER — MON., DEC. 10, 1984 - 1:30 P.M.

COMPANY	MAKE/MODEL	ENG. MAKE/MODEL (Diesel)	ENG. C.I.D.	HORSEPOWER (Min. 115)	TRANSMISSION (Propulsion hydrostatic)	TWO SPEEDS	DRUM DRIVE DBL REDUCTION
R. B. Everett & Co. P. O. Box 327 Houston, TX 77001 224-8161 A. M. Daniels	REX 848D	GM 3-53T	159 cu.in.	140 HP	yes	yes	yes
Hi-Way Equip. Co., Inc. P. O. Box 14174 Houston, TX 77221 649-0940 R. E. Draper	Ferguson Model SP-75D	D.D. 4-53N	212 cu.in.	120 HP @ 2500 RPM	Hydrostatic	Infinite 0-8 MPH	same
Waukesha-Pearce Ind. P. O. Box 35068 Houston, TX 723-1050 Leon Williams	RayGo 4100	CAT 3208	636	125 HP	yes	yes	yes
Plains Machinery Co. P. O. Box 73120 Houston, TX 77273 443-8910 Kevin McCoy	Bomag BW213D	Deutz F6L912	345 cu.in.	119 HP	yes	yes	no-radial piston motor
Fogle Equipment Co. P. O. Box 14207 Houston, TX 77221 799-9175 Frank Nail	Ingersoll-Rand SP56DD	DD 4-53	212 cu.in.	115 HP @ 2200 RPM	yes	yes	yes
Case Power & Equip. P. O. Box 486 Needville, TX 77461 342-5527 Melvin L. Elster	Case 1102D	Deutz F6L912 Diesel	345 cu.in.	119	hydrostatic	2 speed	drum drive automatic

3300

001143

001444

COMPANY	ARTICULATION ANGLE	OSCILLATION ANGLE	WHEELBASE	ROPS CANOPY REQUIRED	ROTATING OPER. CONSOLE	CURB CLEARANCE (Min. 18")	PARKING BRAKE SPRING APPLIED AIR RELEASED
R. B. Everett & Co. P. O. Box 327. Houston, TX 77001 224-8161 A. M. Daniels	30°	20°	117"	yes	no - center mount	20"	spring applied multi-disc brake
Hi-Way Equip. Co., Inc. P. O. Box 14174 Houston, TX 77221 649-0940 R. E. Draper	30°	10°	127½"	1-past w/ canopy top	folding position	19"	released by hydraulic pressure
Waukesha-Pearce Ind. P. O. Box 35068 Houston, TX 723-1050 Leon Williams	± 32°	± 15°	9'	yes	not needed/ stationary	16"	hydraulic parking brake
Plains Machinery Co. P. O. Box 73120 Houston, TX 77273 443-8910 Kevin McCoy	± 30°	16°	122"	yes	no	15.8"	hydraulic released
Fogle Equipment Co. P. O. Box 14207 Houston, TX 77221 799-9175 Frank Nail	± 40°	± 17°	10'7"	yes	yes 180°	18"	yes
Case Power & Equip. P. O. Box 486 Needville, TX 77461 342-5527 Melvin L. Elster	37°	15°	9'4"	ROPS	yes	21"	mechanical drum type

COMPANY	OTHER INFORMATION, SPECIFICATIONS AND STANDARD EQUIPMENT	WARRANTY INFORMATION	BID PER UNIT	DELIVERY DATE	OPTIONAL EQUIPMENT AVAILABLE & COST
R. B. Everett & Co. P. O. Box 327 Houston, TX 77001 224-8161 A. M. Daniels	Std equip: lockable console cover, volt meter, hourmeter, tachometer, water temp, fuel gauge, hydraulic filter indicators, oil pressure gauge, frequency indicator & air filter condition indicator	1 yr	$61,433.00	30 days	Light pkg-$347.00 Vandalism kit-$278.00
Hi-Way Equip. Co., Inc. P. O. Box 14174 Houston, TX 77221 649-0940 R. E. Draper	Vibrating frequency meter, engine tachometer, hourmeter, ammeter, engine oil pressure, water temperature hydraulic oil temperature, hydraulic oil filter condition gauges, fuel gauge, panel light	12 mos or 1000 hrs, whichever occurs 1st from date place in svc	$53,387.00	30-45 days ARO	Sealed beam lights (2 front, 2 rear) - $224.00
Waukesha-Pearce Ind. P. O. Box 35068 Houston, TX 723-1050 Leon Williams	----	12 mos or 1000 hrs	$62,546.00 ea	30-45 days	----
Plains Machinery Co. P. O. Box 73120 Houston, TX 77273 443-8910 Kevin McCoy	----	6 mos std	$57,212.00 ea	2 weeks	Drum conversion (smooth to padfoot)-$13,000.00
Fogle Equipment Co. P. O. Box 14207 Houston, TX 77221 799-9175 Frank Nail	SP-56DD has an estimated production of 1850 cu.yd/hr. Std equip. includes dual air horns, tool box. The instrument panel, tool box, battery box, fuel tank cap & hydraulic fluid tank cap are lockable for theft & vandalism protection.	1 yr or 1000 hrs	$51,500.00	approx. 7 days	----
Case Power & Equip. P. O. Box 486 Needville, TX 77461 342-5527 Melvin L. Elser	----	1 yr engine 6 mos	$53,594.00	10-30 days	Pad foot drum

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BIDDER: FOGLE EQUIPMENT CO.

COMPANY ADDRESS: 8821 Almeda Rd. P. O. Box14207 Houston, TX 77221

COMPANY PHONE NUMBER: (713) 799-9175 1+800+392-1856

DESCRIPTION OF ITEM(S) BEING BID: Ingersoll-Rand SP-56DD Roller

BID PRICE: 51,500.00

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Frank Nail DATE: 12-7-84

(NAME PRINTED): Frank Nail, New Equipment Sales Manager

REVISED 11/21/84

00147

BID FORM

BEND COUNTY MON., DEC. 10, 1984 - 1:30 P.M.

ONE OR MORE NEW AND CURRENT PRODUCTION DRUM DRIVE VIBRATORY ROLLER

PLEASE COMPLETE AND RETURN IN DUPLICATE.
PLEASE NOTE IN SOME CASES A MINIMUM IS GIVEN.

BIDS TO BE RETURNED TO THE COUNTY JUDGE'S OFFICE, FORT BEND COUNTY COURTHOUSE ANNEX, P. O. BOX 368, RICHMOND, TEXAS 77469, BY 1:30 P.M. ON THE DATE OF OPENING.

1.	MAKE AND MODEL	INGERSOLL-RAND SP56DD
2.	ENGINE MAKE AND MODEL (Diesel)	DD 4-53
3.	ENGINE CUBIC INCH DISPLACEMENT	212 cu. in.
4.	HORSEPOWER (Min. approx. 115)	115 HP @ 2200 RPM
5.	TYPE TRANSMISSION (Propulsion Hydrostatic)	YES
	a. Two (2) speeds	YES
	b. Drum drive double reduction	YES
	c. No-spin differential required	YES
6.	OPERATING WEIGHT (Min. approx. 21,000 lbs.)	22,386 lbs.
7.	TOTAL APPLIED FORCE (Min. approx. 54,000 lbs.)	54,700 lbs. at drum
8.	VIBRATION FREQUENCY, INFINITELY VARIABLE	0 to 1825 VPM
9.	DRUM DIAMETER (Min. approx. 56")	56"
10.	DRUM WIDTH (Min. approx. 84")	84"
11.	DRUM SHELL THICKNESS (Min. approx. 1")	1"
12.	TIRE SIZE (8 ply minimum)	23.1 X 26 8 ply
13.	ARTICULATION ANGLE	± 40°
14.	OSCILLATION ANGLE	± 17°
15.	WHEELBASE	10' 7"
16.	ROPS CANOPY REQUIRED	YES
17.	ROTATING OPERATOR CONSOLE	YES 180°
18.	CURB CLEARANCE (Min. approx. 18")	18"
19.	PARKING BRAKE SPRING APPLIED AIR RELEASED CAM SHOE IN WHEELS	YES
20.	OTHER INFORMATION, SPECIFICATIONS AND STANDARD EQUIPMENT:	The SP-56DD has an estimated production of 1850 cu. yd./hr. Standard equipment includes dual air horns a tool box. The instrument panel, tool box, battery box, fuel tank cap and hydrauli fluid tank cap are lockable for theft and vandalism protection.
21.	WARRANTY INFORMATION:	One (1) Year or 1,000 hours
22.	BID PER UNIT - F.O.B. Fort Bend County, Texas	$51,500.00
23.	DELIVERY DATE	Approx. 7 Days
24.	OPTIONAL EQUIPMENT AVAILABLE:	COST:

BIDDERS MUST FURNISH A CASHIER'S CHECK OR A CERTIFIED CHECK FOR AT LEAST FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID PAYABLE WITHOUT RECOURSE TO THE ORDER OF FORT BEND COUNTY OR A PROPOSAL BOND IN THE SAME AMOUNT FROM A RELIABLE SURETY COMPANY AS A GUARANTEE THE BIDDER, IF AWARDED THE BID, WILL FURNISH THE ITEMS AS BID WITHIN THE TIME SPECIFIED.

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

BIDDER: FOGLE EQUIPMENT CO.

Open bids for seeding for erosion control of county landfill:

The following bids were presented to Commissioner Court for review.

A) Southern Hydro Turf

B) King Construction Co.

C) Rm Hardison

D) Golden Acres Nursery

E) American Hydrograss

Open bids for excess material at landfill:

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

A) Schramme Construction
sand .75 pcy
clay .50 pcy

B) G.H. Hart
sand .75 pcy
clay .50 pcy

Open bids for one or more new side-mount mowers with and without tractor:

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

A) Dub Miller Ford

B) Twin City Tractor

C) Alvin Equipment Co.

D) Case Power & Equipment

E) Lamar Tractor Co.

F) Landsdowne-Moody

Open bids for one or more chain link and board fencing:

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

A) Henry Bros. Inc.

B) Champion Fence Co.

C) Griffin Fence Co.

D) Allied Suppliers

E) Houston Fence Co.

F) Four Seasons Fence Co.

Open bids for maintenance building:

No bids submitted.

WILLIAM A. MEITZEN
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

February 4, 1985

The Honorable County Judge
and Commissioners' Court
Fort Bend County, Texas

Re: Oil and Gas Lease of 9.8 acres of land in Precinct #3
with Irish Oil and Gas Company

Gentlemen:

Enclosed please find a copy of the above stated lease.

This lease covers a donated park site in precinct #3. The land donated was required to be done so under old subdivision regulations. The Texas Supreme Court has ruled that the requirement of dedicated park sites was unconstitutional.

The deeds dedicating this land to the County has a reverter clause in same. The reverter clause says, in effect, that if the land is used for anything other than a park site, it will revert back to the original owners. Because of the reverter clause, I had requested the Lessee in this instance to get a release from the land owners that donated the land to Fort Bend County. The reason that I required same was that the Lessee was planning on drilling the well site on the park site. However, in attempting to get the releases, the Lessee encountered some problems with the donors of the land, in that they felt that since the County required them to dedicate the land, they should not have to give up any further rights.

Since the operator could not secure a waiver of the reverter, it has been decided to drill the well at a different location and

pool into a unitization the above stated park site. Please note that the operator has paid a check in the sum of $490.00 for the said lease. They plan to drill within the next two or three weeks.

I had the agent calculate what Fort Bend County's share would be if a producing well was made, and the sum came to somewhere in the vicinity of $20.00 per day. It is my understanding that any monies received from park property must be put into a fund, and the said monies can only be used for park purposes. Therefore, should this Honorable Court decide to enter into this lease arrangement, I would advise that the Court also set up a separate fund in which any and all monies would be placed. Further, a depository bank needs to be listed in said lease.

Very truly yours,

Larry D. Wagenbach

Larry D. Wagenbach,
Assistant District Attorney

LDW:hl

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton B. Pressley
Commissioner Bob Lutts
Mr. Bill Meitzen, District Attorney

IRISH OIL AND GAS COMPANY
10445 WESTOFFICE DR. 9/84
P. O. BOX 42429 713/782-3631
HOUSTON, TEXAS 77242-2429

No 00151 1329
26
35-1377
1130

West Houston
NATIONAL BANK
P O BOX 219799, HOUSTON, TEXAS 77218

January 31, 1985

PAY FOUR HUNDRED NINETY AND NO/100 ---------- DOLLARS $ 490.00

TO THE ORDER OF
Fort Bend County
1809 Edridge Road
Sugarland, Texas 77478

VOID AFTER 60 DAYS

⑈001329⑈ ⑆113013777⑆ ⑈01 0162 1⑈

M · W · V · HARLAND NO. 808

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW. IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

IRISH OIL AND GAS COMPANY

№ 1329

January 31, 1985

Lease Bonus on 9.8 acres in Fort Bend County, Texas,
more fully described in lease dated January 30, 1985.

$490.00

1657 -- $490.00

Producers 88 (7-66)
With 640 Acres Pooling Provision

POUND PRINTING & STATIONERY COMPANY
2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

00152 L 26

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 30th day of January 19 85, between

FORT BEND COUNTY, A body corporate politic under the laws of the State of Texas

Lessor (whether one or more), whose address is: _____

and Irish Oil and Gas Company, 10445 West Office Dr., Houston, Tx. 77042 Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100 ---------- Dollars ($10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Fort Bend County, Texas, to wit:

See Exhibits A, B, and C attached hereto and made a part hereof for all practical purposes.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of calculating the rental payments hereinafter provided for, said land is estimated to comprise _____ 9.8 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~ten years~~ 3 from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. The royalties to be paid by Lessee are: (a) on oil, ~~one-eighth~~ 1/5 of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipelines to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of ~~one-eighth~~ 1/5 of the gas so sold or used, provided that on gas sold at the wells the royalty shall be ~~one-eighth~~ 1/5 of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which (1) said well is shut in, or (2) the land covered hereby or any portion thereof is included in a pooled unit on which a well is located, or (3) this lease ceases to be otherwise maintained as provided herein, whichever is the later date, and thereafter at annual intervals on or before the anniversary of the date the first payment is made, a sum equal to the amount of the annual rental payable in lieu of drilling operations during the primary term on the number of acres subject to this lease at the time such payment is made, and if such payment is made or tendered, this lease shall not terminate, and it will be considered that gas is being produced from this lease in paying quantities; and (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur mined and marketed the royalty shall be fifty cents (50c) per long ton. Lessee shall have free use of oil, gas, coal, and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Units pooled for oil hereunder shall not substantially exceed 40 acres each in area, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each plus a tolerance of ten percent (10%) thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not confrom in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acerage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender (or shall make a bona fide attempt to pay or tender, as hereinafter stated) to Lessor or to the credit of Lessor in REPUBLIC NATIONAL Bank at RICHMOND, Texas, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of _____ Dollars ($ 200.00), (herein called rentals), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually, the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental under this paragraph and of royalty under paragraph 3 on any gas well from which gas is not being sold or used may be made by the check or draft of Lessee mailed or delivered to the parties entitled thereto or to said bank on or before the date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders. If Lessee shall, on or before any anniversary date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto according to Lessee's records or to a Lessor, who prior to such attempted payment or deposit, has given Lessee notice, in accordance with subsequent provisions of this lease, of his right to receive rental, and if such payment or deposit shall be ineffective or erroneous in any regard, Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, and this lease shall not terminate but shall be maintained in the same manner as if such erroneous or ineffective rental payment or deposit had been properly made, provided that the erroneous or ineffective rental payment or deposit be corrected within 30 days after receipt by Lessee of written notice from such Lessor of such error accompanied by such instruments as are necessary to enable Lessee to make proper payment. The down cash payment is consideration for this lease according to its terms and shall not be allocated as a mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases of this lease as to all or any part of the above-described premises, or of any mineral or horizon under all or any part thereof, and thereby be relieved of all obligations as to the released land or interest. If this lease is released as to all minerals and horizons under a portion of the land covered by this lease, the rentals and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the number of surface acres within such released portion bears to the total number of surface acres which was covered by this lease immediately prior to such release.

6. If prior to discovery and production of oil, gas or other mineral on said land or on acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or if after discovery and production of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within sixty (60) days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of sixty days from date of completion of dry hole cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rentals to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

9. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Elaine Nielsen

FORT BEND COUNTY,
A BODY CORPORATE POLITIC UNDER THE LAWS OF THE STATE OF TEXAS

BY: Judge E. Stavinoha

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Fort Bend

Before me, the undersigned authority, on this day personally appeared _____ of FORT BEND COUNTY, a body corporate politic under the laws of the State of Texas known to me to be the person s whose name s is (are) subscribed to the foregoing instrument, and acknowledged to me that they executed the same as a free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of February, 1985

M. Elaine Nowak

My Commission Expires
4/9/85

Notary Public in and for Fort Bend County, State of Texas

12. Lessor has informed Lessee, and Lessee acknowledges, the limitation on Lessor's title that Lessor's use of the property is limited for park and recreational purposes. Lessee agrees that it will not make any use of the leased premises that violates the foregoing limitation on Lessor's title, and to accomplish the foregoing, the following provisions are included in this lease. Lessee shall have no right, and Lessee hereby waives any right to, enter upon or use the surface of the leased property for any purpose whatsoever in the exercise, use or enjoyment of its rights under this lease. Notwithstanding anything herein to the contrary, Lessee shall have the right to pool (by declaration, unitization agreement, or otherwise) or unitize this lease or portions thereof with other lands and leases, and to enjoy the benefits and rights associated with any such pooling or initization of this lease or any part thereof. In the event of any such pooling or unitization, the share of production that shall be attributable to this lease from any well included within such pooling or unitization that is not located on the leased premises shall be determined in accordance with the pooling provisions of this lease.

EXHIBIT A

FIELD NOTE DESCRIPTION to 3.0000 acres out of the John McDonald Survey, Abstract 291, Fort Bend County, Texas, and also being a portion of a certain 462.77 acre tract recorded in Volume 303, Page 125 of the Fort Bend-County Deed Records, said 3.0000 acres being more fully described by metes and bounds as follows:

COMMENCING at a ten inch wood post on the common line between the John McDonald Survey, A-291 and the Texas Trunk R. R. Survey, Abstract 422, Fort Bend County, Texas, said point also being on the East right-of-way line of F.M. Road 1464 (80 feet wide);

THENCE, N 89^{0} 44' 12" E, along the common survey line for a distance of 2588.20 feet to a point for a corner, said point being 10 feet east of the westerly line of a 50 foot drainage easement recorded in Volume 744, Page 165 of the Fort Bend County Deed Records;

THENCE, S 00^{0} 14' 11" W, parallel to and 10 feet east of the westerly line of said easement for a distance of 1499.45 feet to a point for a corner and the PLACE OF BEGINNING of the herein described tract;

THENCE, continuing S 00^{0} 14' 11" W, parallel to and 10 feet east of the westerly line of said easement for a distance of 263.97 feet to a point for a corner;

THENCE, N 89^{0} 45' 49" W, for a distance of 387.25 feet to a point for a corner, said point being on the northeasterly line of a 40 foot Trunkline Gas Company pipeline easement recorded in Volume 419, Page 72 of the Fort Bend County Deed Records;

THENCE, N 39^{0} 00' 15" W, along the northeasterly line of said 40 foot easement for a distance of 340.83 feet to a point for a corner;

THENCE, S 89^{0} 45' 49" E, for a distance of 602.85 feet to the PLACE OF BEGINNING and containing 3.0000 acres of land, more or less.

EXHIBIT B

FIELD NOTE DESCRIPTION to 3.0000 acres out of the John McDonald Survey, Abstract 291, Fort Bend County, Texas, and also being a portion of a certain 462.77 acre tract recorded in Volume 303, Page 125 of the Fort Bend County Deed Records, said 3.0000 acres being more fully described by metes and bounds as follows:

COMMENCING at a ten inch wood post on the common line between the John McDonald Survey, A-291 and the Texas Trunk R. R. Survey, Abstract 422, Fort Bend County, Texas, said point also being on the East right-of-way line of F.M. Road 1464 (80 feet wide);

THENCE, N 89° 44' 12" E, along the common survey line for a distance of 2588.20 feet to a point for a corner, said point being 10 feet east of the westerly line of a 50 foot drainage easement recorded in Volume 744, Page 165 of the Fort Bend County Deed Records;

THENCE, S 00° 14' 11" W, 10 feet east of and parallel to the westerly line of said easement for a distance of 1307.61 feet to a point for a corner and the PLACE OF BEGINNING of the herein described tract;

THENCE, continuing S 00° 14' 11" W, 10 feet east of and parallel to the westerly line of said easement for a distance of 191.84 feet to a point for a corner;

THENCE, N 89° 45' 49" W, for a distance of 602.85 feet to a point for a corner, said point being on the northeasterly line of a 40 foot Trunkline Gas Company pipeline easement recorded in Volume 419, Page 72 of the Fort Bend County Deed Records;

THENCE, N 39° 00' 15" W, along the northeasterly line of said 40 foot easement for a distance of 247.70 feet to a point for a corner;

THENCE, S 89° 45' 49" E, for a distance of 759.54 feet to the PLACE OF BEGINNING and containing 3.0000 acres of land, more or less.

EXHIBIT C

FIELD NOTE DESCRIPTION to 3.8000 acres out of the John McDonald Survey, Abstract 291, Fort Bend County, Texas, and also being a portion of a certain 462.77 acre tract recorded in Volume 303, Page 125 of the Fort Bend County Deed Records, said 3.8000 acres being more fully described by metes and bounds as follows:

COMMENCING at a ten inch wood post on the common line between the John McDonald Survey, A-291 and the Texas Trunk R. R. Survey, Abstract 422, Fort Bend County, Texas, said point also being on the East right-of-way line of F.M. Road 1464 (80 feet wide);

THENCE, N 89° 44' 12" E, along the common survey line for a distance of 2538.20 feet to a point for a corner, said point being 10 feet east of the westerly line of a 50 foot drainage easement recorded in Volume 744, Page 165 of the Fort Bend County Deed Records;

THENCE, S 00° 14' 11" W, 10 feet east of and parallel to the westerly line of said easement for a distance of 1101.97 feet to a point for a corner and the PLACE OF BEGINNING of the herein described tract;

THENCE, continuing S 00° 14' 11" W, 10 feet east of and parallel to the westerly line of said easement for a distance of 205.64 feet to a point for a corner;

THENCE, N 89° 45' 49" W, for a distance of 759.54 feet to a point for a corner, said point being on the northeasterly line of a 40 foot Trunkline Gas Company pipeline easement recorded in Volume 419, Page 72 of the Fort Bend County Deed Records;

THENCE, N 39° 00' 15" W, along the northeasterly line of said 40 foot easement for a distance of 151.67 feet to a point for a corner;

THENCE, N 50° 59' 45" E, for a distance of 139.39 feet to a point for a corner;

THENCE, S 89° 45' 49" E, for a distance of 747.53 feet to the PLACE OF BEGINNING and containing 3.8000 acres of land, more or less.

26 Open bids for one or more canopies for portable office buildings:

A) Southwest Construction

B) Homestead Builders

C) Ed Meyers Builders

D) Henry Bros, Inc.

E) Industrial Design

18. RECESS:

Commissioners' Court recessed at 12:15 p.m.

19. RECONVENE:

Commissioners' Court reconvened at 1:40 p.m.

20. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka and Commissioner Denham abstaining, and Judge Stavinoha voting yes, it is ordered to approve bills as presented by the County Auditor.

21. ADJOURNMENT:

Commissioners' Court adjourned at 4:05 p.m. Monday, February 4, 1985.

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 11, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 4, 1985.
2. Approve changes in Depository Pledge Contracts.
3. Approve line item transfers in budgets.
4. Constable W. C. Todd, Precinct 2, re: request approval of three reserve deputies.
5. Consider authorizing purchase of property and equipment for District Clerk and advertise for bids.
6. Consider application for County Vehicle Maintenance Dept. to be a state inspection station for County vehicles.
7. Approve official bond and oath for John J. Hammett, Purchasing Agent and Director of Internal ~~Affairs~~ Operations
8. Appoint Fire Marshall/Safety Director as chairman of the County Safety Committee.
9. ~~Rebudget~~ Accept check #2341 from Zbranek Brothers into Road & Bridge "Road Materials" and check #2279 from Fresno Vol. Fire Dept. into Road & Bridge "Office Supplies". Pct #2
10. Purchase dump trucks and tractors with side-mount mowers from bids previously opened.
11. Authorize advertising for bids for pickup trucks, ceramic tile work at new library, and one or more new tilt-top trailers.
12. Constable Henry Hejl, Precinct 1, re: request approval of two reserve deputies.
13. Meet in Closed Session to discuss land acquisition and personnel matters as authorized by Article 6252-17, Section 2(f) & (g), Vernon's Texas Civil Statutes.
14. 1:30 p.m. - Drainage District Board will convene. (Separate agenda is filed and posted.)
15. 1:30 p.m. - Open bids for filing cabinets.
16. 2:00 p.m. - Open bids to consider contract(s) for banking services including Depository Pledge Contracts.
17. Adjournment.

FILED FOR RECORD
NO. ____ TIME 2:40 AM PM
FEB 7 1985
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 7, 1985 at 2:50 p.m. by M. Lyndsey.

00160

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AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, FEBRUARY 11, 1985
1:30 O'CLOCK P.M.

CANCELLED

The Fort Bend County Drainage District Board will meet on Monday, February 11, 1985 at 1:30 p.m. to consider the following:

1. Discuss monthly drainage report.

2. Consider extension of time for completion of McKeever Road flume project.

3. Consider resolution supporting Brookshire-Katy Drainage District legislation.

4. Adjournment.

FILED FOR RECORD
~~NO.~~ TIME 2:40 AM P.M.
FEB 7 1985
Dianne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 7, 1985 at 3:50 p.m. by N. Landry.

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 11, 1985

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of February 11th:

TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION.

FILED FOR RECORD
TIME 4:10 A.M. P.M.
FEB 8 19[illegible]

Jodie E. Stavinoha, County Judge

County Clerk, Fort Bend Co., Tex.

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Friday February 8, 1985 at 4:15 by N. Landry.

00162

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EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 11, 1985

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS

3:00 O'CLOCK P.M.

18

The following items should be added to the Commissioners Court agenda of February 11th:

AWARD BIDS FOR LANDFILL EROSION CONTROL AND SEEDING;
AND FOR EXCESS SAND AND CLAY MATERIAL.

FILED FOR RECORD
AT 11:20 AM PM
FEB 11 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Monday, February 11, 1985 at 11:30 a.m. by R. Lackey.

REGULAR SESSION

BE IT REMEMBERED That on this 11TH day of February, 1985 Commissioner's Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

A letter from Secretary of State was presented to the Court advising that a commission has been issued to county and precinct officers of Fort Bend County pursuant to the General Election of November 6, 1984.

The court gave a moment of silence in remembrance of Sheriff Ervin Hurta.

1. APPROVE MINUTES OF MEETING OF FEBRUARY 4, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that minutes of February 4, 1985 be approved with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to establish a property & equipment line item in District Clerk's budget and transfer $1,000 from office supply. (Recorded in minutes in full)

4. CONSTABLE W.C. TODD, PRECINCT #2, RE: REQUEST APPROVAL OF THREE RESERVE DEPUTIES:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to retain the following reserve deputies for Constable, Precinct #2: (Recorded in minutes in full)

Gerald Matheaus
Rosendo Jose Rosales
Ervin Lee Vallet

And appoint the following three new reserve deputies:

Wesley Oberhoff
William Henry Salter
George Money

W.C. Todd request three reserve deputies.

00164

26

OFFICE OF THE

SECRETARY OF STATE

MYRA A. McDANIEL
SECRETARY OF STATE

EXECUTIVE DIVISION
P.O. Box 12697
Austin, Texas 78711
512 475-2015

Publications
P.O. Box 13824
512 475-7886

ELECTIONS DIVISION
P.O. Box 12887
512 475-3091

Disclosure Filings Section
P.O. Box 12887
512 475-5619

DATA SERVICES
P.O. Box 12887
512 475-7881

SUPPORT SERVICES DIVISION

Financial Management
P.O. Box 12887
512 475-0271

Staff Services
P.O. Box 12887
512 475-5995

STATUTORY FILINGS DIVISION

Corporations
P.O. Box 13697
512 475-3551

Business Opportunities
P.O. Box 13563
512 475-1769

Trademarks
P.O. Box 12887
512 475-1362

Statutory Documents
P.O. Box 12887
512 475-3061

Notary Public
P.O. Box 12079
512 475-2703

Uniform Commercial Code
P.O. Box 13193
512 475-3457

An Equal Opportunity Employer

TO: Comptroller of Public Accounts
The Commissioners Court and County Auditor of
Fort Bend County, Texas

FROM: Myra A. McDaniel, Secretary of State

DATE: January 31, 1985

In compliance with Article 3882, Texas Revised Civil Statutes, you are hereby advised that a commission has been issued to each of the following county and precinct officers of Fort Bend County pursuant to the General Election of November 6, 1984.

OFFICE	NAME AND ADDRESS OF OFFICER
Constable, Precinct 1	Henry Hejl 118 Legion Drive, Richmond, Texas 77469
Constable, Precinct 2	W.C. Todd II 9105 Main Street, Needville, Texas 77461
Constable, Precinct 3	R.B. "Bob" Parker 1514 Parkway Blvd., Sugar Land, Texas 77478
Constable, Precinct 4	Richard P. Pring 1221 Eldridge Road, Sugar Land, Texas 77478
County Commissioner, Precinct 1	Johnnie Pustka 2725 B.F. Terry Blvd., Richmond, Texas 77469
County Commissioner, Precinct 3	Alton B. Pressley 1811 Eldridge Road, Sugar Land, Texas 77478
Justice of the Peace, Precinct 2, Place 1	R. George Molina 4169 Hwy. 521, Fresno, Texas 77545
Sheriff	Gus George 1410 Ransom Road, Richmond, Texas 77469

Tax Assessor-Collector

Marsha P. Gaines
500 Jackson Street, Richmond, Texas
77469

/mr

00166

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(3)

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

On this the 11th day of February, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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

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

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

AYES: _____

NAYES: _____

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

District Clerk DEPT.	FROM	TO	INCREASE (DECREASE)
10-50-0004-1062-Office Supplies	25,000.00	24,000.00	(1,000.00)
10-50-0004-1010-Property Equipment	-0-	1,000.00	1,000.00

DATE: February 11, 1985

DEPARTMENT HEAD: Irene Wleczyk

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

#4 00167

26

STATE OF TEXAS COUNTY OF FORT BEND

W. C. TODD, II
CONSTABLE

PRECINCT #2
P.O. BOX 482
9105 MAIN STREET
NEEDVILLE, TEXAS 77461
(713) 342-7807 Or
(409) 793-3403

NON PAY
RESERVE DEPUTY

Ervin Vallet

Wesley Oberhoff

NON-PAY FULL TIME RESERVES

Gerald Matheaus

Rosendo Rosales

George Money

Bill Salter

5. CONSIDER AUTHORIZING PURCHASE OF PROPERTY AND EQUIPMENT FOR DISTRICT CLERK AND ADVERTISE FOR BIDS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for a space saver file system for District Clerk's Office and approve allocation of funds for the purchase of property & equipment as requested totaling $33,185.00. Funds to come from EP-13 Interest, EP14-Capitol Outlay, and EP15-Interest.

6. CONSIDER APPLICATION FOR COUNTY VEHICLE MAINTENANCE DEPT. TO BE A STATE INSPECTION STATION FOR COUNTY VEHICLES:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application for County Vehicle Maintenance Department to be a state inspection station for County Vehicles.

7. APPROVE OFFICIAL BOND AND OATH FOR JOHN J. HAMMETT, PURCHASING AGENT AND DIRECTOR OF INTERNAL OPERATIONS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Official Bond and Oath for John J. Hammett, Purchasing Agent and Director of Internal Operations. (Recorded in minutes in full)

8. APPOINT FIRE MARSHALL/SAFETY DIRECTOR AS CHAIRMAN OF THE COUNTY SAFETY COMMITTEE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint Gary Tilton - Fire Marshall/Safety Director as Chairman of the County Safety Committee.

9. ACCEPT CHECK #2341 FROM ZBRANEK BROTHERS INTO ROAD & BRIDGE "ROAD MATERIALS: AND CHECK #2279 FROM FRESNO VOL. FIRE DEPT. INTO ROAD & BRIDGE "OFFICE SUPPLIES" PRECINCT #2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept check #2341 in the amount of $810.00 from Zbranek Brothers and check #2279 in the amount of $6.04 from Fresno Volunteer Fire Department for Road & Bridge, Precinct #2.

10. PURCHASE DUMP TRUCKS AND TRACTORS WITH SIDE-MOUNT MOWERS FROM BIDS PREVIOUSLY OPENED:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept purchase of two Ford 4610 and Terrain King Versa Mower from Landsdowne-Moody Co. in the amount of $18,253.00 each, total amount of purchase is $36,506.00 for Precinct #2.

11. AUTHORIZE ADVERTISING FOR BIDS FOR PICKUP TRUCKS, CERAMIC TILE WORK AT NEW LIBRARY, AND ONE OR MORE NEW TILT-TOP TRAILERS:

Authorize advertising for bids for pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for pickup trucks with delivery in 120 days.

Authorize advertising for bids for ceramic tile work at new library:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for ceramic tile work at new library.

BID ACCEPTANCE SHEET

DEPARTMENT: Precinct # 2

PERSON MAKING REQUEST: Commissioner Ben Denham

BID DATE: JAN. 28, 1985

BID AWARDED TO: LANSDOWNE-MOODY CO.
3416 Fondren
Houston, Texas 77063
780-9020
Jack Stell

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT	
2 Ford 4610 & Terrain King Versa Mower	$18,253.00 each	Road & Bridge Property & Equipment 08-02-0048-1010

TOTAL AMOUNT: $36,506.00

Bid Tabulation

Fort Bend County — 00170 — 26 — #10

One or More New Rubber Tire Tractor With and Without Side-Mounted Mower — Mon., Feb. 4, 1985 - 1:30 P.M.

Company	Tractor Make/Model	Horsepower (Min. 60)	PTO Synchromesh 8 x 2 or Equal	Hydrostatic Drive or Equal	Power Steering	3 Point Hitch	Hydraulics	ROPS Canopy
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Ford 4610	Gross 63 HP	Independent PTO for 8 x 2	8 x 2 standard transmission	yes	yes	yes	yes
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Ford 4610	Gross 63 HP	PTO Independent for 8 x 4	Transmission synchromesh 8 x 4	yes	yes	yes	yes
Lamar Tractor Co. 2810 Ave. H Rosenberg, TX 77471 342-2472 Adolph E. Sebesta	---	---	---	---	---	---	---	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Kelly Mudd	Case 1394	65	540/1000 independent	hydro, power shift	power steering	3 pt.	hyds-1 set remotes	ROPS canopy
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	(a) IH684 (b) IH Hydro84	(a) 62 (b) 59	(a) 8x4 (b) n/a	(a) yes hydrostatic (b) yes hydrostatic	(a) yes Cat II (b) yes Cat II	(a) yes 15.8 gpm (b) yes 15.8 gpm	(a) yes (b) yes	(a) yes (b) yes
Twin City Tractor 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	MF 290 utility	65 PTO	8 x 2 dual range	no	hydrostatic power steering	Cat #2 3 pt hitch	remote hydraulics	ROPS & canopy
Dub Miller Ford Tractors P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	Ford 4610	Max. Gross Engine 63 HP	independent 540 RPM PTO	8 x 4 synchro-mesh trans	yes	yes	yes	yes

00171

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Company	Tractor (Cont'd) Front Tires (7:50x16; F2-6 ply)	Rear Tires (14:00x24; R4-6 ply)	Hydraulic Pump Front Mount	Fuel (Diesel)	Eng. C.I.D. (Min. 200)	Other Information & Specifications
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	yes	14.9 x 28 6 ply	comes complete w/mower & tractor mounted	yes	201	has differential lock, lights, safety flashing lights.
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	yes	yes	Comes complete w/mower & tractor mounted	yes	201	has differential lock, lights, safety flashing lights.
Lamar Tractor Co. 2810 Ave. H Rosenberg, TX 77471 342-2472 Adolph E. Sebesta	---	---	---	---	---	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Kelly Mudd	7.50 x 16 6 ply	16.9 x 30 6 ply	front mount	diesel	219	---
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	(a) yes (b) yes	(a) yes (b) yes	(a) yes (b) yes	(a) yes (b) yes	(a) 239 (b) 246	---
Twin City Tractor 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	750 x 16 F2 6 ply	16.9 x 24 6 ply R1	no	diesel 21 gal cap	248 cu. in.	head lights, tail lights, dual warning flashing lights
Dub Miller Ford Tractors P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	yes	14.9 x 28 R1	yes	yes	201	---

Company	Tractor (Cont'd) Type Seat	Warranty Information	Delivery Date Tractor	Mower Make/Model	Type Mower (Rotary)	Side Mounted	Mounts Between Fr. & Rear Whls
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Deluxe padded	12 mos w/24-mos power train (mfg. warranty)	approx. 60-90 days	Terrain King Versa Mower	yes	yes	yes
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	Deluxe padded	12 mos w/24-mos power train (mfg. warranty)	approx. 60-90 days	Terrain King Versa Mower	yes	yes	yes
Lamar Tractor Co. 2810 Ave. H Rosenberg, TX 77471 342-2472 Adolph E. Sebesta	---	---	---	GH 600	yes	yes	yes
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Kelly Mudd	Deluxe	1 yr	2-3 weeks	Bushhog SM60	rotary	rear mounted	on 3 pt hitch
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	deluxe w/adj suspension both (a) & (b)	2 years both (a) and (b)	30 days both (a) & (b)	no bid	no bid	no bid	no bid
Twin City Tractor 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	spring suspension deluxe	12 mos limited warranty	30-60 days pending date of notification	Rhino Flex S-15 offset	rotary w/ dish pan	pull behind	no
Dub Miller Ford Tractor P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	deluxe seat	12 mos manufacturer warranty against defects in material & workmanship, plus 24 mos extended power train warranty	30-90 days	Terrainking Versa	yes	yes	yes

00173

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Company	Mower 5' Min. Cut	Hydraulically Controlled	H.D. Construction	180° Cutting Capability	90° Roading Lock-In	Other Information & Specifications	Warranty Information
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	yes	yes	yes	yes	yes	Versa Mower is also designed to accept the Versa Ditcher.	12 mos
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	yes	yes	Extra heavy duty	yes	yes	Versa Mower is also designed to accept the Versa Ditcher.	12 mos
Lamar Tractor Co. 2810 Ave. H Rosenberg, TX 77471 342-2472 Adolph E. Sebesta	yes	yes	yes	yes	yes	---	1 yr
Case Power & Equip. Hwy 36 Needville, TX 77461 341-5527 Kelly Mudd	5'	hyd	heavy	yes	yes	---	1 yr
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Twin City Tractor 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	10.6 in. cut	hyd. lift fold	heavy duty	no	yes	---	6 mos
Dub Miller Ford Tractor P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	yes	yes	extra heavy duty	yes	yes	---	12 mos manufacturer warranty against defect in material & workmanship

00174 28

Company	Delivery Date Mower	Bid Per Unit Tractor W/Mower	Bid Per Unit Mower Only	Bid Per Unit Tractor Only	Optional Equipment Available & Cost
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	30 days	$18,253.00	$5,448.00 (not mounted) Price quoted on mower along does not include labor to install mower, 55 gal of hydraulic oil required, pump drive & pump mounting bracket which may vary according to the make & model of tractor. Depending on make & model of tractor, this mower may not fit at all.	$11,800.00	n/a Note: Mower will be mounted on tractor and ready to operate when delivered when the unit is bid as a whole (tractor & mower together).
Lansdowne-Moody Co. 3416 Fondren Houston, TX 77063 780-9020 Jack Stell	30 days	$18,646.00	$5,448.00 (not mounted) (See note on above bid)	$12,096.00	n/a Note: Mower will be mounted on tractor and ready to operate when delivered when the unit is bid as a whole (tractor and mower together.)
Lamar Tractor Co. 2810 Ave. H Rosenberg, TX 77471 342-2472 Adolph E. Sebesta	30-45 days	no bid	$6,900.00	no bid	---
Case Power & Equip. Hwy 36 Needville, TX 77461 342-5527 Kelly Mudd	2-3 weeks	$16,589.00	$3,100.00	$13,589.00	---
Alvin Equip. Co., Inc. P. O. Box 36100 Alvin, TX 77511 331-3177 David H. Coffee	no bid	no bid	no bid	(a) $12,833.52 (b) $14,334.73	---
Twin City Tractor 1401 Jackson Richmond, TX 77469 342-3894 Lester R. Selig	30-45 days pending date of notification	no bid	$4,925.00	$12,945.00	600# weight for cutter - $120.00 independent PTO on tractor - $500.00 dual hydraulic section on tractor - $400.00 chain guards for cutter (front) - $266.00 (rear) - $241.00
Dub Miller Ford Tractor P. O. Box 1125 Rosenberg, TX 77471 342-0787 Gary Allred	30 days	$19,100.00	no bid	$11,765.00	---

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BIDDER: LANSDOWNE-MOODY CO., INC.

COMPANY ADDRESS: 3416 FONDREN, HOUSTON, TX 77063

COMPANY PHONE NUMBER: (713) 780-9020

DESCRIPTION OF ITEM(S) BEING BID: Ford Tractor and Terrain King Versa Mower

BID PRICE: $18,253.00

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? _____ YES XX NO

IF NOT, PLEASE EXPLAIN: 14.9 X 28 rear tires, 8 X 2 Transmission

AUTHORIZED SIGNATURE: Jack Stell DATE: 1-31-85

(NAME PRINTED): JACK STELL

00176
26

FORT BEND COUNTY

BID FORM

MON., FEB. 4, 1985 - 1:30 P.M.

ONE OR MORE NEW RUBBER TIRE TRACTOR WITH AND WITHOUT SIDE-MOUNTED MOWER

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

TRACTOR:

1. MAKE AND MODEL (Heavy duty industrial or utility) — Ford 4610
2. HORSEPOWER (Min. approx. 60) — Gross 63 HP
3. PTO SYNCHROMESH 8 x 2 OR EQUAL — Independent PTO for 8 X 2
4. HYDROSTATIC DRIVE OR EQUAL — 8 X 2 Standard Transmissio
5. POWER STEERING (Required) — Yes
6. THREE POINT HITCH (Required) — Yes
7. HYDRAULICS (Required) — Yes
8. ROPS CANOPY (Required) — Yes
9. 7:50 x 16; F2 - 6 PLY TIRES - FRONT — Yes
10. 14:00 x 24; R4 - 6 PLY TIRES - REAR — 14.9 x 28 6 ply
11. HYDRAULIC PUMP FRONT MOUNT — Comes complete with mower and Tractor mounted
12. FUEL (Diesel) — Yes
13. ENGINE CUBIC INCH DISPLACEMENT (Min. approx. 200) — 201
14. OTHER INFORMATION AND SPECIFICATIONS: has differential lock, lights, safety flashing lights. See enclosed catalog for complete specifications.
15. TYPE SEAT — Deluxe padded
16. WARRANTY INFORMATION: 12 months with a 24-month power train (Mfg. warranty)
17. DELIVERY DATE - TRACTOR — Approximately 60 to 90 days

MOWER:

1. MAKE AND MODEL — Terrain King Versa Mower
2. TYPE MOWER (Rotary) — Yes
3. SIDE MOUNTED — Yes
4. MOUNTS BETWEEN FRONT AND REAR WHEELS — Yes
5. 5' MINIMUM CUT — Yes
6. HYDRAULICALLY CONTROLLED — Yes
7. HEAVY DUTY CONSTRUCTION — Yes
8. 180° CUTTING CAPABILITY — Yes
9. 90° ROADING LOCK-IN — Yes
10. OTHER INFORMATION AND SPECIFICATIONS: See attached brochure. The Versa Mower is also designed for accept the Versa Ditcher.
11. WARRANTY INFORMATION: 12 months
12. DELIVERY DATE - MOWER — 30 days

Mower will be mounted on tractor and ready to operate when delivered when the unit is bid as a whole (tractor and mower together).

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BID PER UNIT - TRACTOR WITH MOWER (Complete and ready to operate; F.O.B. Fort Bend County, Texas) $ 18,253.00

BID PER UNIT - MOWER ONLY (Mounted on Fort Bend County tractor; F.O.B. Fort Bend County, Texas) See Below-- $5,448.00 (not mounted)

BID PER UNIT - TRACTOR ONLY (F.O.B. Fort Bend County, Texas) $11,800.00

OPTIONAL EQUIPMENT AVAILABLE:	COST:
N/A	

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

BIDDER: LANSDOWNE-MOODY CO., INC. Jack Stell

PLEASE NOTE: Price quoted on mower alone does not include labor to install mower, 55 gallons of hydraulic oil required, the pump drive and pump mounting bracket which may vary according to the make and model of the tractor the mower is being installed on. Depending on the make and model of the tractor, this mower may not fit at all.

Authorize advertising for bids for one or more new tilt-top trailers:

Cancelled.

12. CONSTABLE HENRY HEJL, PRECINCT 1, RE: REQUEST APPROVAL OF TWO RESERVE DEPUTIES:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the following two reserve deputies for Constable Precinct #1 Henry Hejl:

George Henry Bernshausen
Raymond Gene Kolojaco

13. MEET IN CLOSED SESSION TO DISCUSS LAND ACQUISITION AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (F) & (G), VERNON'S TEXAS CIVIL STATUTES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Fort Bend County hire Mr. Patrick Conrad as Veterans Service Officer effective March 4, 1985 at an annual salary of $18,000.00 plus benefits.

RECESS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone bid opening until 3:00 p.m. due to Sheriff Hurta's funeral at 1:00 p.m.

Commissioners' Court recessed at 11:50 a.m.

14. 1:30 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA IS FILED AND POSTED):

Cancelled.

RECONVENE:

Commissioners' Court reconvened at 3:10 p.m.

15. 3:00 P.M.- OPEN BIDS FOR FILING CABINETS:

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

STC Office Services
The Wayne Myers Co.

16. 3:00 P.M.- OPEN BIDS TO CONSIDER CONTRACT(S) FOR BANKING SERVICES INCLUDING DEPOSITORY PLEDGE CONTRACTS:

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

First City of Richmond
Prudential - Bache Securities
Sugar Creek National Bank
Texas Capitol Bank
Republic Bank of Richmond
First National Bank of Rosenberg

17. AWARD BIDS FOR LANDFILL EROSION CONTROL AND SEEDING: AND FOR EXCESS SAND AND CLAY MATERIAL:

Award bid for landfill erosion control and seeding:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject all bids on erosion control at the county landfill (county will do the work) and award bid for seeding to Golden Acres Nursery for $3,500.00. Funds to come from EP 14.

Award bid for excess sand and clay material:

No court action.

ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 3:50 p.m. Monday, February 11, 1985.

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AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 18, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 11, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Mr. Johnnie Cooper, County Extension Agent, re: presentation of County Extension Service's five-year plan.

5. Accept and recognize Fluor Corporation for donation of 210 office panels to Fort Bend County.

6. Consider approval of contract between Fort Bend County and Wharton County for the housing of juveniles.

7. Approve interlocal agreements between Fort Bend County and cities within Fort Bend County.

8 Accept official bond and oath for Precinct 1 reserve deputies George Henry Bernshausen and Raymond Gene Kolojaco.

9. Consider approval of invoice in the amount of $24,434.83 to Ronald Wedemeyer Associates Architect for new library project.

10. Consider approval of invoice in the amount of $598,389 to Warrior Constructors, Inc. for new library project.

11. Approve resolution to create Health District ~~and to make public notice of same~~.

12. Consider accepting Dodge Drive into the County road maintenance system in Precinct 4.

13. Consider applications from Southwestern Bell Telephone to lay cable under Old Dixie Dr., Victoria Garden, Timothy Lane & Blue Road and along Farm Road, Morton Rd. & Blue St. in Precinct 3.

14. Consider application from Lamar C.I.S.D. to install sewer line along Meyer Rd. in Precinct 1.

15. Consider purchase of used pickup truck for Maintenance Dept.

16. Accept bids, previously opened, for the following: steel wheel rollers, fence for Fort Bend County Precinct 3, and filing cabinets.

17. Authorize advertising for bids for one or more new tandem axle trailers

18. Meet in Closed Session to discuss land and personnel matters as authorized by Article 6252-17, Section 2 (f) & (g), Vernon's Tex. Civ. Statute

19. Take action on any item discussed in Closed Session.

20. 1:30 p.m. - Open bids for Roof Repairs to Third St. Annex Building.

21. 1:45 p.m. - Drainage District Board will convene. (Separate agenda filed

22. Approve bills.

23. Adjournment.

FILED FOR RECORD
~~NO~~ TIME 2:50 ~~M~~ PM
FEB 14 1985
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted at the Courthouse & Courthouse Annex, Richmond, Texas on 2-14-85 at 3:00 p.m. by [illegible].

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, FEBRUARY 18, 1985
1:45 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, February 18, 1985 at 1:45 p.m. to consider the following:

1. Discuss monthly drainage report.

2. Consider extension of time for completion of McKeever Road flume project.

3. Consider resolution supporting Brookshire-Katy Drainage District legislation.

4. Adjournment.

FILED FOR RECORD
NOT TIME 2:50 AM PM
FEB 14 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, Chairman

I certify that the above notice was posted at the Courthouse and Courthouse Annex, Richmond, Texas on 2-14-85 at 3:00 p.m. by H. Lawley.

REGULAR SESSION

BE IT REMEMBERED That on this 18TH day of February, 1985 Commissioner's Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF FEBRUARY 11, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve minutes of February 11, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None.

4. MR. JOHNNIE COOPER, COUNTY EXTENSION AGENT, RE: PRESENTATION OF COUNTY EXTENSION SERVICE'S FIVE-YEAR PLAN:

Mr. Johnnie Cooper presented five year extension service plan.
No court action taken. (Recorded in minutes in full)

5. ACCEPT AND RECOGNIZE FLUOR CORPORATION FOR DONATION OF 210 OFFICE PANELS TO FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept and recognize Fluor Corporation for donation of 210 office panels to Fort Bend County.

6. CONSIDER APPROVAL OF CONTRACT BETWEEN FORT BEND COUNTY AND WHARTON COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve contract between Fort Bend County and Wharton County for the housing of juveniles at $38.00 per day subject to changing the wording of contract to "renewable first of January".

7. APPROVE INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND CITIES WITHIN FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts, absent for vote, it is ordered to approve agreements between Fort Bend County and City of Meadows for repair of streets, animal control and health. (Recorded in minutes in full)

(#7)

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 11th day of February, 1985.

City of Rosenberg, Texas

Lynnette Self
Mayor

ATTEST:

Alice Skalski
City Secretary

SIGNED this 18 day of February, 1985.

County of Fort Bend

Judge E. Stavinoha
County Judge

ATTEST:

Janice Wilson
County Clerk

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve Interlocal Agreement between Fort Bend County and City of Richmond, Fort Bend County and City of Rosenberg and Fort Bend County Drainage District and City of Rosenberg, for repair of streets, drainage and health. (Recorded in minutes in full)

8. ACCEPT OFFICIAL BOND AND OATH FOR PRECINCT #1 RESERVE DEPUTIES GEORGE HENRY BERNSHAUSEN AND RAYMOND GENE KOLOJACO:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve Official Bond and Oath for Precinct #1 Reserve Deputies George Henry Bernshausen and Raymond Gene Kolojaco. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $24,434.83 TO RONALD WEDEMEYER ASSOCIATES ARCHITECT FOR NEW LIBRARY PROJECT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve invoice in the amount of $24,434.83 to Ronald Wedemeyer Associates Architect for new library project. Funds to come from Library Fund. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $598,389 TO WARRIOR CONSTRUCTORS, INC. FOR NEW LIBRARY PROJECT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried with Commissioner Lutts absent for vote, it is ordered to approve invoice in the amount of $598,389 to Warrior Constructors, Inc. for new library project. Fund to come from Library Fund. (Recorded in minutes in full)

11. APPROVE RESOLUTION TO CREATE HEALTH DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Judge Stavincha voting yes, and Commissioner Lutts absent for vote, it is ordered to approve resolution to create a Health District.

12. CONSIDER ACCEPTING DODGE DRIVE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT #4:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept Dodge Drive into the County Road Maintenance System with a total of 4500 feet.

13. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER OLD DIXIE DR., VICTORIA GARDEN, TIMOTHY LANE & BLEW ROAD AND ALONG FARM ROAD, MORTON RD. & BLEW ST. IN PRECINCT #3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept application from Southwestern Bell Telephone to lay cable under Old Dixie Dr., Victoria Garden, Timothy Lane & Blew Road and along Farm Road, Morton Rd. & Blew St. in Precinct #3. (Recorded in minutes in full)

(#7)

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 12th day of February, 1985.

City of Richmond, Texas

Thelma G. Moore
Mayor

ATTEST:

Mona Matak
City Secretary

SIGNED this 18 day of February, 1985.

County of Fort Bend

Judge E. Stavinoha
County Judge

ATTEST:

Grace Wilson
County Clerk

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(#7)

ORDINANCE NO. 85-07

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AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF THE CITY OF MEADOWS, TEXAS, TO EXECUTE AN INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS, FOR THE ENFORCEMENT OF ANIMAL CONTROL REGULATIONS, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A".

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

1. That the Mayor and the City Secretary of the City of Meadows, Texas, are each hereby authorized to execute, for and on behalf of the City of Meadows, Texas, an Interlocal Agreement for the Enforcement of Animal Control Regulations, said agreement being between the City of Meadows and Fort Bend County, Texas, in a form as attached hereto and marked Exhibit "A".

PASSED and APPROVED this, the 13th day of FEBRUARY, 1985.

Sue Grayson
Mayor, City of Meadows, Texas

ATTEST:

Elaine Hiers
City Secretary

This Interlocal Agreement is executed by the Mayor of the CITY OF MEADOWS, TEXAS and attested by the City Secretary under authority granted by Ordinance No. 85-07 duly adopted by the City Council of the CITY OF MEADOWS, TEXAS on the 13th day of February, 1985.

CITY OF MEADOWS, TEXAS

By: Sue Troyan
Mayor

ATTEST:

C. Laine Wright
City Secretary

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF ANIMAL CONTROL

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

RECITALS

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

> Section I - Promotion of Health - to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.
>
> Section II - Nuisances - to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient.
>
> Section 15 - Dogs - to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to Ordinances, and to impose penalties for violations of such ordinances.

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

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

the Ordinance, and desires that Fort Bend County assist in the 26
enforcement of the Ordinance through its Animal Control Department, its employees, authorized agents and representatives to generally assist in animal control within the said City.

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

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

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

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

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

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

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

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

(5) Meadows agrees to provide police assistance when necessary to the County animal control personnel while the personnel are within the corporate limits of Meadows.

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

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

(8) This agreement is on a year to year basis and automatically terminates on the 31st day of December, 1985, and the same must be renewed annually, in writing, by the agreement of all parties.

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

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

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has been duly authorized by their respective governing bodies.

EXECUTED this the 15 day of February, 1985.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
Jodie E. Stavnoha,
County Judge

ATTEST:

Elaine Wilson
County Clerk

EXECUTED this the 13th day of FEBRUARY, 1985.

CITY OF MEADOWS, TEXAS

BY: Sue Troyan
Mayor

ATTEST:

Elaine Hefft
City Secretary

(#7)

ORDINANCE NO. 84-049

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

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

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

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

Mayor, City of Meadows, Texas

ATTEST:

City Secretary

Chapter 6

ANIMAL CONTROL REGULATIONS

Sec. 6-1. Definitions.

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

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

Dog shall be intended to mean both male and female.
CAT Shall be intended to mean both male and female.
Inoculated shall be an injection of a type of rabies vaccine approved by the State Veterinarian and applied by a veterinarian licensed under State law.

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

Sec. 6-2. Licensing and registration.

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

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

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

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

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

Sec. 6-4. Running at large prohibited.

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

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

Sec. 6-5. Rabies inoculation required.

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

00200

26

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 4th day of February, 1985.

City of Meadows, Texas

Sue Troyan
Mayor

ATTEST:

Elaine Hefty
City Secretary

SIGNED this 18 day of February, 1985.

County of Fort Bend

Orlie E. Stevenson
County Judge

ATTEST:

Diane Nelson
County Clerk

THE STATE OF TEXAS X (#7)

COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT OF HEALTH REGULATIONS

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

RECITALS

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

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

"5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

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

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

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

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

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

(1) MEADOWS and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of MEADOWS with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.

(2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to MEADOWS . MEADOWS agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to MEADOWS City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.

(3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 1985. This agreement must be renewed annually by the parties otherwise the same automatically terminates on such date, furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

(4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.

(5) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be formally approved by all parties.

(6) Each of the parties to this agreement represents to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

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

SIGNED this 4th day of February, 1985.

CITY OF MEADOWS, TEXAS

BY: Sue Trojan
Mayor

ATTEST:

Elaine Herff
City Secretary

SIGNED this 18 day of February, 1985.

FORT BEND COUNTY, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA,
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

26

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT OF HEALTH REGULATIONS

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

RECITALS

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

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

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

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

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(2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to MEADOWS . MEADOWS agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to MEADOWS City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.

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(4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.

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

SIGNED this 4th day of February, 1985.

CITY OF MEADOWS, TEXAS

BY: Sue Trojan
Mayor

ATTEST:

Elaine Herff
City Secretary

SIGNED this 18 day of February, 1985.

FORT BEND COUNTY, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA,
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

cc: 2/18 Auditor & County Clerk ✓ cc: Comm. Lutts
Comm. Pustka
S. Kucherka
N. Landry/Agenda ✓

INVOICE FOR ARCHITECTURAL SERVICES

00209

#9

PROJECT (Name, address): Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

DATE: February 6, 1985 — 26

INVOICE NO: 182105-17

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

ARCHITECT'S PROJECT NO: 82105

In accordance with the Owner-Architect Agreement dated
there is due at this time for architectural services and reimbursable items on the above Project, for the period ending January 31, 1985.
the sum of
Twenty-four thousand, four hundred, thirty-four & 83/100 Dollars ($ 24,434.83)

The above amount shall become due and payable days from the date hereof.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT PERCENT (%) PER

The present status of the account is as follows:

Based on a construction cost of $6,208,220 million for the Library, the following amount is due.

Breakdown is as follows:

TOTAL FEE (7½%)	=	$465,616.50
Design Development 100% Complete		
Construction Documents 100% Complete		
Bidding & Negotiation 100% Complete		
Paid To Date	=	$398,500.00
Remaining Contract Fee	=	67,116.50
Additional Fee Required per Change Order No. 006	=	12,493.20
Contract Administration Due	=	7,000.00
Reimbursable Expenses Due	=	4,941.63
TOTAL DUE THIS INVOICE	=	$ 24,434.83

Thank you,
Ronald Wedemeyer

Approved
CC
2/18/85
J Stavinoha

ARCHITECT: Ronald Wedemeyer
BY: Ronald Wedemeyer Associates Architect
ADDRESS: 4515 Hwy. 6 North
Houston, Texas 77084

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PA

TO (Owner): Fort Bend County
Commissioners Court

PROJECT: FORT BEND COUNTY LIBRARY
Richmond, Texas

APPLICATION NO: 809-10
PERIOD FROM: 1-1-85
TO: 1-31-85

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

ATTENTION: County Engineers Office
Mr. Karl Baker

CONTRACT FOR:
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

ARCHITECT'S PROJECT NO: 82105

CONTRACT DATE: June 20, 1983

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		104,585.00	44,042.96
Approved this Month			
Number	Date Approved		
005	1-9-85	1,970.00	
TOTALS		106,555.00	44,042.96
Net change by Change Orders			62,512.04

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

CONTRACTOR: WARRIOR CONSTRUCTORS, INC.

By: James A Brock Date: 2-1-85

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

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM ...[CMS].....	$ 5,965,065.00
Net change by Change Orders	$ 62,512.00
CONTRACT SUM TO DATE	$ 6,027,577.00
TOTAL COMPLETED & STORED TO DATE ..... (Column G on G703)	$ 3,218,699.00
RETAINAGE ____% ..... or total in Column I on G703	$ 293,847.00
TOTAL EARNED LESS RETAINAGE	$ 2,924,852.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 2,326,463.00
CURRENT PAYMENT DUE	$ 598,389.00

State of: Texas County of: Fort Bend
Subscribed and sworn to before me this 1st day of Feb., 1985
Notary Public: Sandra Kuecker
My Commission expires: 1-17-89

Approved
2/18/85

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 598,389.00

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

ARCHITECT:

By: Ronald McKenzie Date: Feb 5, 1985

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractc named herein. Issuance, payment and acceptance of payment are without prejudice to ar rights of the Owner or Contractor under this Contract.

00210

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD FROM:
TO:
ARCHITECT'S PROJECT NO: 82105

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
BP-1									
BP-2	Structural	1,418,444	1,281,194	62,440	-0-	1,343,634	95	74,810	134,363
BP-3	Precast & Granite	997,843	212,491	-0-	148,151	360,642	36	637,201	36,064
BP-4	Interiors	456,666	139,966	7,683	4,883	152,532	33	304,134	15,253
BP-5									
BP-6	Insulation	27,000	-0-	-0-	-0-	-0-		27,000	
BP-7	Roofing	133,800	36,000	5,000	-0-	41,000	31	92,800	4,100
BP-8	Glazing w/Alt. #1	689,628	49,350	138,762	101,098	289,210	42	400,418	28,921
BP-9	Plaster	93,620	-0-	-0-	-0-	-0-		93,620	
BP-10	Drywall	160,000	-0-	2,500	62,300	64,800	41	95,200	6,480
BP-11	Tile (Allowance)	39,995	-0-	-0-	-0-	-0-		39,995	
BP-12	Acoustical	104,204	-0-	-0-	-0-	-0-		104,204	
BP-13									
BP-14	Painting	32,100	-0-	-0-	-0-	-0-		32,100	
BP-15	Elevators	111,802	12,200	-0-	-0-	12,200	11	99,602	1,220
BP-16	Heat.,Vent., & A/C	468,428	311,979	68,095	-0-	380,074	81	88,354	38,007
BP-17	Plumbing	137,175	102,785	6,300	-0-	109,085	80	28,090	10,909
BP-18	Electrical	473,994	152,310	17,030	-0-	169,340	36	304,654	16,934
	Testing Lab Allowance	16,570	15,737	219	-0-	15,956	96	614	1,596
	Subtotals	5,361,269	2,314,012	308,029	316,432	2,938,473	55	2,422,796	293,847

00211 26

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-
DATE

LABOR

KEY PAYROLL	AMOUNT	
KEY LABOR	4125.02	
NON-UNION PAYROLL		
FIELD OFFICE	160.00	
	4285.02	
24% INSURANCE & TAXES	1028.40	
24.8% FRINGE BENEFITS	1062.69	
TOTAL KEY & NON-UNION PAYROLL		6376.11

FIELD PAYROLL		
WEEK ENDING	AMOUNT	
1-23-85	230.56	
1-30-85	576.40	
	806.96	
24% INSURANCE & TAXES	193.67	
UNION BENEFITS - ATTACHED	135.52	
TOTAL FIELD PAYROLL		1136.15
TOTAL PAYROLL		7512.26

00213

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809- 26

EQUIPMENT RENT

DATE

OUTSIDE RENT

DATE	INVOICE #	VENDOR	AMOUNT
1-15-85	61423	Chem-Can Company, Inc.	230.00

TOTAL OUTSIDE RENT	230.00
COMPANY EQUIPMENT -	1505.00
TOTAL RENT	1735.00

WARRIOR CONSTRUCTORS, INC.

26

ESTIMATE #809-

MATERIAL

DATE

DATE	INVOICE #	VENDOR	AMOUNT
1-28-85	1-28-85	Air Technicians	51.50
1-22-85	2024880613	AT&T Information Systems	46.05
12-31-84	Dec '84	Glenn's Exxon Service Station	270.64
1-15-85	1-15-85	Houston Lighting & Power	294.83
1-11-85	0787	Mr. Hardware	17.48
1-16-85	0899	Mr. Hardware	7.99
1-22-85	1027	Mr. Hardware	4.06
1-22-85	1029	Mr. Hardware	0.99
1-22-85	1036	Mr. Hardware	3.36
1-28-85	0619	Mr. Hardware	1.98
12-3-84	#12	Petty Cash	54.05
1-25-85	#14	Petty Cash	67.30
12-29-84	12-29-84	Southwestern Bell Telephone	241.16
1-5-85	1-5-85	Southwestern Bell Telephone	24.55
12-26-84	76352	Surveyors Instrument Company, Inc.	66.00
1-31-85	1-31-85	Western Constructors, Inc.	200.00
			1351.94

Corrections from Previous Billings

#05	8-14-84	8-14-84	Houston Lighting & Power	(7.00)
#09	12-13-84	4170	Twin City Business Machines	5.16
			TOTAL	1350.10

00215

26

Warrior Constructors, Inc.

* REQUEST FOR EXTENSION OF TIME *

PROJECT Fort Bend County Library — REQUEST NUMBER 08

Richmond, Texas — JOB NUMBER 809

****

DELAY DATE	DELAY REASON	DELAY REQUESTED
12-31-84	Rain	1 day
1-2-85	Rain	1 "
1-3-85	Icy, Hazardous Conditions	1 "
1-16-85	Rain	1 "

WORKING DAYS DELAY REQUESTED: 4 days

WARRIOR CONSTRUCTORS, INC.

BY James A Gaus DATE 2-1-85

****

WORKING DAYS APPROVED: ~~4 days~~

BY Ronald McDermyer DATE ~~Jan 5, 1985~~ Feb 5, 1985

RESOLUTION OF COMMISSIONERS' COURT
FOR THE CREATION OF A PUBLIC HEALTH DISTRICT

On this the _____ day of _____, 1985, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion of Commissioner _____, seconded by Commissioner _____, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has found that in the interest of promoting effective local public health programs throughout Fort Bend County, Texas; and

WHEREAS, Art. 4436b, Vernon's Texas Civil Statutes, local public health regulation act, provides that a Public Health District may be established by Fort Bend County, Texas, in conjunction with one or more incorporated municipalities situated therein;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the foregoing, a Public Health District be, and the same is hereby established by the Commissioners' Court of Fort Bend County, Texas, subject to a like resolution of one or more incorporated municipalities situated within Fort Bend County, Texas, as provided in said Art. 4436b, Vernon's Texas Civil Statutes.

#13

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18 day of February, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated November 5, 1984, permit no. 80626 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kitch
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Losler
Deputy

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

returned 2/25

00218

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

1 26

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

Pending

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. Rich-Rose
Notification No. 80626 1

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Cased
Old Dixie Drive	N. of MH 135	48'	X		
Victoria Garden	N. of Old Dixie Dr.	48'	X		
Timothy Lane	N. of Victoria	48'	X		

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Farmer Road	N. of Skinners Lane	Proposed manhole	3689'±
Morton Road	W. of Farmer Road	Mortin Road	8193'±
Blew Street	S of Mortin Street	proposed load coil	13188'±

GENERAL DESCRIPTION

Place 25070'± of buried cable starting at manhole 135 on Skinners Lane @ Farmer Road to Westheimer Road.

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

NOTICE

Written notice required 48 hours in advance of construction.

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: M. L. Stacy
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 240 Houston, Texas 77084

Telephone No.: 578-8781 Date: 11-05-84
Log No.: RR*37

(#13)

Appl. # 80626

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

Karl Baker

Karl Baker, P. E., Assistant Engineer

2-18-85

Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

14. CONSIDER APPLICATION FROM LAMAR C.I.S.D. TO INSTALL SEWER LINE ALONG MEYER RD. IN PRECINCT #1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept application from Lamar C.I.S.D. to install sewer line along Meyer Rd. in Precinct #1.

15. CONSIDER PURCHASE OF USED PICKUP TRUCK FOR MAINTENANCE DEPARTMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to purchase a used 1984 pickup truck ½ ton Ford F150 in the amount of $4,000.00 for Maintenance Department. Funds to come from EP-16 Capitol Outlay to be paid to USAA Insurance Co., San Antonio.

16. ACCEPT BIDS, PREVIOUSLY OPENED, FOR THE FOLLOWING: STEEL WHEEL ROLLERS, FENCE FOR FORT BEND COUNTY PRECINCT 3, AND FILING CABINETS:

Accept bid for steel wheel rollers:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept bid from Hi-Way Equipment for one Rosco Vibratory Roller, Model 100, in the amount of $23,331.00 for Precinct 4. (Recorded in minutes in full)

Accept bid for fence for Fort Bend County Precinct #3:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to accept bid for 6' chainlink fence from Four Seasons Fence Co. in the amount of $13,302.00 for Precinct #3. (Recorded in minutes in full)

Accept bid for filing cabinets for District Attorney's Office:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid for three lateral file cabinets - item #3 from STC Office Products in the amount of $644.17 each, with a total of $1,932.51. Funds to come from EP-16 Capitol Outlay. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried with Commissioner Denham absent for vote, it is ordered to accept bid for item #2 - eight under counter cabinets from Wayne Meyers Co. in the amount of $597.60 each and item #1 - one under counter cabinets from Wayne Meyers Co. in the amount of $577.60 each. Funds to come from EP-16 Capitol Outlay. Total amount of bid is $5,358.40. (Recorded in minutes in full)

17. AUTHORIZE ADVERTISING FOR BIDS FOR ONE OR MORE NEW TANDEM AXLE TRAILERS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize advertising for bids for one or more new tandem axle trailers.

18. MEET IN CLOSED SESSION TO DISCUSS LAND AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (F) & (G), VERNON'S TEX. CIVIL. STATUE:

Met in Closed Session.

#13

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18 day of February, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated January 24, 1985, permit no. 80635 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned 2/25

00222

26

Appl. # 80635

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 regualtions set by Commissioners' Court of Fort Bend County, Texas.

Mark Vogler
Mark Vogler, Assistant Engineer

2-12-85
Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course or direction

_____ c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

00223

To be Submitted in Quintuplicate----5

26

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref.
Notification No. 80635

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Cased
Blew Road	7900' north of Morton Road	35'	XXXX		

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

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

GENERAL DESCRIPTION

Proposed buried cable will cross Blew Road, 7900' north of Morton Road, from 2' in the east right of way, through a 35' bore to the west right way for a total distance of 37'.

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

NOTICE

Written notice required 48 hours in advance of construction.

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: M. L. Vance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 240 Houston, Texas 77084

Telephone No.: 578-8781 Date: 01-24-85
Log No.: RR*5

00224

26

(#14)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18 day of February, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Lamar C.I.S.D.

dated February 7, 1985, permit no. 80636 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kruse
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Linda Kosler
Deputy

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

00225

26

Appl. # 80636

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 regualtions set by Commissioners' Court of Fort Bend County, Texas.

Mark Vogler
Mark Vogler, Assistant Engineer

2-7-85
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

c. Plans and specifications

✓ (2) Bond

Perpetual bond currently posted

-or-

Performance bond submitted in the amount of _____

Note: No bond required

00226

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

(To be Submitted in Quintuplicate)

L 26

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80636
RECEIPT NO. _____

Formal notice is hereby given that Lamar Consolidated Independent School D proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

Road or Ditch Name	Distance & Direction From Nearest Instersection	Length of Crossihg	Type of Construction Bored	Jacked	Driven	Cased

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
South side of Meyer Road	1300 East of State Hwy. 36	Seabourne Creek	2600 feet more or less

General Description

Installation of a 6" P.V.C. Gravity outfall line 30" deep bleow flowline ditch from the interim sewage treatment plant on the Lamar C.I.S.D. Meyer Road Intermediate School No. 4 to Seabourne Creek.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

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

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Lamar C.I.S.D.
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week):

(Signature)

NAME & TITLE J.W. Booher, Supt.
(Please Print)

DATE:
ADDRESS 930 East Stadium Drive
(Street/P.O. Box)
Rosenberg, Texas 77471
City State Zip

TELEPHONE NO.: 342-8521

(16)
00227

26

BID ACCEPTANCE SHEET

DEPARTMENT: Road & Bridge Precinct #4

PERSON MAKING REQUEST: Commissioner Bob Lutts

BID DATE: September 6, 1984

BID AWARDED TO: Hi-Way Equipment

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT
1. One (1) Rosco Vibratory Roller Model 100	$23,331.00
2.	
3.	
4.	
5.	

TOTAL AMOUNT: $23,331.00

Bid Tabulation

Fort Bend County

Fence For Fort Bend County Precinct #3

Mon., Feb. 4, 1985 - 1:30 P.M.

Company	Start Work	Complete Work	Warranty Information	Bid Price for 6' Chainlink Fence Installed W/Gates	Bid Price for 8' Chainlink Fence (Installed) W/Gates
Four Seasons Fence Co. 9095 Emmott Rd. Houston, TX 77040 466-9046 Julian Kubeczka	within 3 days after award of contract	within 12 working days after award of contract	labor & materials will be guaranteed for 1 yr	$13,302.00	$14,950.00
Houston Fence Co. 13300 Murphy Rd. Stafford, TX 499-2516 R. B. Jones, Jr.	within 15 days after award of contract	within 15 days after award of contract	---	$14,443.00	$18,362.00
Allied Supplier & Erection of TX., Inc 4821 S. Loop E. Houston, TX 77033 733-0000 Carole DeCuir	within 10 days after award of contract	within 30 days after award of contract	1 yr warranty on all material & defects	$14,277.00	$19,577.00
Griffin Fence Co. 6307 Brittmoore Houston, TX 77041 937-6611 Ron Griffin	within 7 days after award of contract	within 14 days after award of contract	---	$13,777.00	$16,677.00
Champion Fence Co. 2106 Ave. I Rosenberg, TX 77471 341-0998 Emil J. Krejci	within 10 days after award of contract	within 30 days after award of contract	---	$15,636.00	$22,859.00
Henry Brothers, Inc. P. O. Box 266 Richmond, TX 77469 342-8733 Jeff Schnurr	within 14 days after award of contract	within 21 days after award of contract	standard 1 yr builders warranty	$19,399.00	$21,527.00

#16

00228 26

00223

Phone 466-9046

26 !

Four Seasons Fence Co., Inc.

QUALITY WORK - ECONOMICALLY PRICED

January 24, 1985

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

I would like to take this opportunity to introduce you to our company, Four Seasons Fence Company, Inc.

FENCING INCLUDES

All types of wood, brick, wrought iron and chain link/commercial, residential and custom fencing.

We feel that Four Seasons Fence Company, can provide professional service and workmanship on all your fencing needs. While maintaining a professional working relationship with our customers, a competitive attitude is always maintained on all jobs; BIG and small.

Four Seasons Fence Company, Inc., is currently members of the Greater Houston Builders Association, Texas Association of Builders, National Federation of Independent Business and Greater Houston Better Business Bureau. Our employees are covered by Workmans Compensation, a general liability policy with bodily injury.

I'm looking forward to helping you with any present, or future projects you may be anticipating. Free estimates and/or proposals will be made upon your request and convenience. References will be provided upon request.

Thank you for your time and consideration. Please feel free to call us if you have any questions.

Sincerely,

Julian Kubeczka
President
FOUR SEASONS FENCE CO., INC.

JWK/bc

9095 Emmott Rd. • Houston, Texas 77040

00230

26

BIDDER: Four Seasons Fence Co., Inc.

COMPANY ADDRESS: 9095 Emmott

COMPANY PHONE NUMBER: 713-466-9046

DESCRIPTION OF ITEM(S) BEING BID: Fort Bend Co., Precinct #3

BID PRICE: (6'chain link 13,302.00) (8' overall 14,950.00)

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Julian Kubeczka DATE: 1-21-85

(NAME PRINTED): Julian Kubeczka

FORT BEND COUNTY MON., FEB. 4, 1985 - 1:30 P.M.

FENCE FOR FORT BEND COUNTY PRECINCT #3

Please print or type all information.
Please complete and return in duplicate. 26

Bids to be returned to the County Judge's Office, Fort Bend County courthouse annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

Gentlemen:

The undersigned Bidder has carefully examined this Proposal, the Specifications and also the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, materials, tools, service and other means of construction to complete all the work upon which he bids, as provided by the Specifications and Drawing and binds himself on acceptance of his Proposal to execute a Contract for performing and completing the said work within the time specified, as required by the Specifications for the following:

Location: North Central Fort Bend County Near Harlem Road and Canal Road

Chainlink Fence:

1. Approximately 1,840 feet of fence with (see drawing #8505);
2. 9 gauge chainlink fence to be 6 feet tall with 1 foot barbed wire extension;
3. 2 - 48' sliding gates;
4. 1 - 5' mangate.

Other Information and Specifications:

1. Existing lines will be cleared and leveled by others and corner posts installed by others;
2. Specifications for alternate 8' fence by fence manufacturer, but not less than for 6' fence.

==========

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job with the Engineer, and will perform all the specified work to provide a first class job, and that I agree to begin work within 3 days after being awarded the Contract, and will complete the work within12 workingdays after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor.

==========

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the time specified.

==========

WARRANTY INFORMATION: Labor & materials will be guaranteed for 1 year.

==========

BID PRICE FOR 6' CHAINLINK FENCE (INSTALLED) WITH GATES 13,302.00

ALTERNATE PRICE FOR 8' CHAINLINK FENCE (INSTALLED) WITH GATES 14,950.00

==========

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

==========

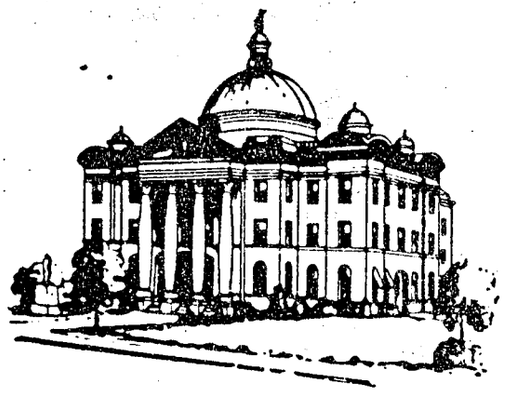
BIDDER: Four Seasons Fence Co., Inc. (Julian Kubeczka)

DATE: 1-21-85

00232

16

Office of
Jodie E. Stavinoha
County Judge



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

Richmond, Texas
County of Fort Bend

STC Office Products
750 Park Two Drive
Sugarland, TX 77478

Attention: Bill Bolivar

Dear Mr. Bolivar

This is to confirm our verbal conversation of Monday February 18, 1985, that your bid on the following item was selected as lowest and best bid by the Fort Bend County Commissioners' Court.

a) Three (3) Lateral File Cabinets - 42" wide X 18" deep X 64-3/4" high;
5 opening with roll-out shelves;
Legal size with receding doors;
Cabinets to weigh a minimum of 312 lbs.

Price Per Unit - F.O.B. Fort Bend County, Texas $644.17 ea.

Each item will be beige in color, and will be deliverd to the Fort Bend County Courthouse.

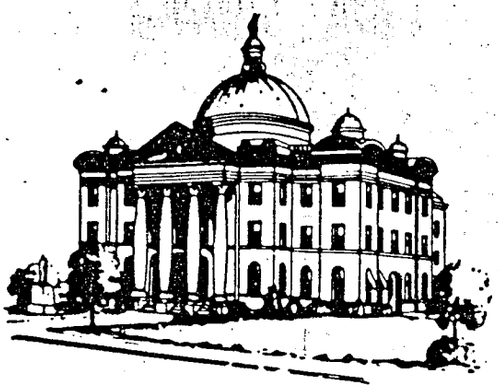
Signed:

Jodie E. Stavinoha, County Judge

Fort Bend County

Richmond, Texas

Office of
Jodie E. Stavinoha
County Judge



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

Richmond, Texas
County of Fort Bend

Wayne Meyers Co.
P.O. Box 758
Edna, TX 77957

Dear Mr. Meyers

This is to confirm our verbal conversation of Monday February 18, 1985, that your bid on the following items were selected as lowest and best bid by the Fort Bend County Commissioners' Court.

a) One (1) File Cabinet - 52" high X 28" deep X 18-1/8" wide;
4-Triple compartment drawers for 3X5 cards;
Inside compartment dimensions: 5-1/16" wide X 4-5/16" high X 26-3/4" deep;
2 drawers legal size - 15-5/16" wide X 27" deep;
Cabinets to weigh a minimum of 222 lbs.
Price Per Unit - F.O.B. Fort Bend County, Texas $577.60 ea.

b) Eight (8) File Cabinets - 39" high X 28" deep X 15" wide;
With 6 single compartment drawers for checks
Drawer dimensions: 10¼" wide X 4-9/16" high X 26-3/4" deep;
Cabinets to weigh a minimum of 168 lbs.
Price Per Unit - F.O.B. Fort Bend County, Texas $597.60 ea.

Each item will be oatmeal in color, and will be delivered to the Fort Bend County Courthouse.

Signed:
Jodie E. Stavinoha, County Judge
Fort Bend County
Richmond, Texas

00234

ANALYSIS OF BIDS ON FILE CABINETS FOR DISTRICT ATTORNEY

Following bids were opened in Commissioners' Court on Monday February 11, 1985 at 1:30 P.M.

In as much as STC Office Products did not indicate on their bid that all specifications had been met, they were requested to provide additional information about the cabinets on which they had bid (See Enclosure 1). This information indicates that they did not meet specifications on items #1 and #2.

Low bidder on item #3 was STC Office Products with a bid of $644.17 each. for 3

Recommendation: That Wayne Myers Co. be selected as successful bidder on item #1 and #2; and that STC Office Products be selected as successful bidder on item #3.

John J. Hammett
Purchasing Agent

00235

STC

OFFICE PRODUCTS

February 12, 1985

Ft. Bend County
P.O. Box 368
Richmond, Texas 77469

Attention: John Hammett

John,

Here are the specs you requested. In talking with the manufacturers, each part of a file is a different gauge metal. However, the basic outside of the units is 20-22 gauge. Weights are listed below:

Item & Description	Weight
#2636 6 Drawer Card File Cabinet	Under Mfg. Pending
#665L Drawer Lateral File	340 lbs
#214C04 Combo File 2 Legal Drawers 4 Card File Drawers	175 lbs

John, If I can help you any further please don't hesitate to call. Thanks for the opportunity to bid.

Sincerely,

Bill Bolivar
Sales Representative
STC Office Products

Encl 1

Houston
750 Park Two Drive
Sugar Land, Texas 77478
713 / 240-3100

Dallas
10610 Metric Rd. #150
Dallas, Texas 75243
214 / 553-0550

Austin
10109 McKalla Place #A
Austin, Texas 78758
512 / 837-1321

00236

BID FORM

FORT BEND COUNTY — MON., FEB. 11, 1985 - 1:30 P.M.

ONE OR MORE FILE CABINETS

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

1. File Cabinet - 52" high x 28" deep x 18-1/8" wide; Non Spec
Triple compartment drawers for 3 x 5 cards;
Inside compartment dimensions: 5-1/16" wide x 4-5/16" high x 26-3/4" deep;
2 drawers legal size - 15-5/16" wide x 10-7/8" high x 27" deep;
Cabinets to weigh a minimum of 222 lbs.

214C04 (175Lb)

PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS $315.07 EA

2. File Cabinet - 39" high x 28" deep x 15" wide;
With 6 single compartment drawers for checks Non Spec
Drawer dimensions: 10¼" wide x 4-9/16" high x 26-3/4" deep;
Cabinets to weigh a minimum of 168 lbs.

2636 (wt Unk)

PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS $522.20 EA
(Approximately 8 units may be purchased)

3. Lateral File Cabinet - 42" wide x 18" deep x 64-3/4" high;
5 openings with roll-out shelves;
Legal size with receding doors;
Cabinets to weigh a minimum of 312 lbs.

665L (340Lb)

PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS $644.17 EA
(Approximately 3 units may be purchased)

For additional information contact: Roxanne Landry
Fort Bend County District Attorney's Office
713/342-3411

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

BIDDER: STC OFFICE PRODUCTS

DATE: 1/31/85

00237

BIDDER: STC OFFICE PRODUCTS

COMPANY ADDRESS: 750 PARK TWO DRIVE SUGARLAND 77478

COMPANY PHONE NUMBER: 240-3100

DESCRIPTION OF ITEM(S) BEING BID: FILING CABINETS

BID PRICE:

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? ____ YES ____ NO

IF NOT, PLEASE EXPLAIN:

AUTHORIZED SIGNATURE: W.S. Bolivar DATE: 1/31/85

(NAME PRINTED): W.S. BOLIVAR

00238

BID FORM

FORT BEND COUNTY

MON., FEB. 11, 1985 - 1:30 P.M.

ONE OR MORE FILE CABINETS

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

1. File Cabinet - 52" high x 28" deep x 18-1/8" wide;
   4-Triple compartment drawers for 3 x 5 cards;
   Inside compartment dimensions: 5-1/16" wide x 4-5/16" high x 26-3/4" deep;
   2 drawers legal size - 15-5/16" wide x 10-7/8" high x 27" deep;
   Cabinets to weigh a minimum of 222 lbs.

   PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS $577.60 ea.

Wayne 1 Beige

2. File Cabinet - 39" high x 28" deep x 15" wide;
   With 6 single compartment drawers for checks
   Drawer dimensions: 10¼" wide x 4-9/16" high x 26-3/4" deep;
   Cabinets to weigh a minimum of 168 lbs.

   PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS
   (Approximately 8 units may be purchased) $597.60 ea.

8 Wayne Myers Beige

3. Lateral File Cabinet - 42" wide x 18" deep x 64-3/4" high;
   5 openings with roll-out shelves;
   Legal size with receding doors;
   Cabinets to weigh a minimum of 312 lbs.

   PRICE PER UNIT - F.O.B. FORT BEND COUNTY, TEXAS
   (Approximately 3 units may be purchased) $772.80 ea.

3 SFC

==========

For additional information contact: Roxanne Landry
Fort Bend County District Attorney's Office
713/342-3411

==========

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

==========

BIDDER: Wayne Myers Co.

DATE: 2/8/85

Roxanne

00239

BIDDER: Wayne Myers Co.

COMPANY ADDRESS: P.O. Box 758, 124 E. Main Street, Edna, TX 77957

COMPANY PHONE NUMBER: 512/782-3521

DESCRIPTION OF ITEM(S) BEING BID: 3 types file cabinets

BID PRICE: See attached sheet

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Wayne Myers DATE: 2/8/85

(NAME PRINTED): Wayne Myers

19. TAKE ACTION ON ANY ITEM DISCUSSED IN CLOSED SESSION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to accept an earnest money contract on 36 acres called Ida M. Currie Tract in the vicinity of landfill at $6,500 an acre with $5,000.00 placed in escrow with Fort Bend Title Co. Seller will pay closing cost. Funds to come from Revenue Sharing.

RECESS:

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

RECONVENE:

Commissioners' Court reconvened at 1:45 p.m.

20. 1:30 P.M. - OPEN BIDS FOR ROOF REPAIRS TO THIRD ST. ANNEX BUILDING:

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

A.	AMC COMPANY	$14,000
B.	DAVCO INC.	$15,900

21. 1:45 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

22. APPROVE BILLS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting no, it is ordered to approve bills as presented by the County Auditor.

23. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 3:35 p.m. Monday, February 18, 1985.

00241

26

(20)

PURCHASING DEPARTMENTS ANALYSIS OF BIDS FOR ROOF REPAIR TO COUNTY CLERK'S OFFICE

COMPANY	BID	BEGIN	COMPLETE	WARRANTY INFO	NOTES
N M C & COMPANY 12770 Rodeo Sq Drive Suite 2310 Houston, TX 77072	$14,000.00	Date Awarded +15 days	30 days after Awarded	No Exceptions Taken	5% Bond came in with bid.
DAVCO Home Services 916 1st St. Rosenberg, TX 77471	$15,900.00	Date Awarded +5 days	14 days after Awarded	Two (2) year warranty Specified	No Bond Submitted Bid not signed

John J. Hammett
Purchasing Agent

00242

26

BIDDER: DAVCO HOME SERVICES

COMPANY ADDRESS: 916 1ST STREET ROSENBERG, TEXAS 77471

COMPANY PHONE NUMBER: 342-7230

DESCRIPTION OF ITEM(S) BEING BID: ROOF (5,300 square feet of roofing)

BID PRICE: $15,900.00

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: _____

AUTHORIZED SIGNATURE: Herman C Davila DATE: 2-18-85

(NAME PRINTED): HERMAN C. DAVILA

BID FORM

00243

FORT BEND COUNTY

MON., FEB. 18, 1985 - 1:30 P.M.

BUILT-UP ROOF MODIFICATION FOR FORT BEND COUNTY CLERK'S OFFICE

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

Gentlemen:

The undersigned bidder has carefully examined this Proposal, the Specifications and also the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, materials, tools, service and other means of construction to complete all the work upon which he bids, as provided by the Specifications and Drawing and binds himself on acceptance of his Proposal to execute a Contract for performing and completing the said work within the time specified, as required by the Specifications for the following:

LOCATION: Fort Bend County Clerk's Office, Richmond, Texas

ROOF MODIFICATION, NORTH PORTION:

1. Approximately 5,300 square feet of roof.

2. See Drawing 8433 for job limits.

3. Specifications.

PART 1 - GENERAL

A. SUBMITTALS:

(1) Manufacturer's Literature:

a. Three weeks prior to the start of roofing work, submit triplicate copies of roofing manufacturer's printed specifications and installation instructions for Engineer's review.

b. Roofing Bond and Warranty:

b.1. General Contractor to submit written warranty for a period of two years from date of acceptance.

b.2. Warranty shall include roofing and base flashing and shall include the cost of labor and materials for the immediate correction of failures occurring within the warranty period.

b.3. Provide Owner with a 10-year roofing bond.

c. Reference Specifications: Roofing ans base flashing shall be installed in strict accordance with roofing manufacturer's current published specifications for roof deck material specified hereinafter.

PART 2 - PRODUCTS

A. MATERIALS:

(1) Built-Up Roof Type:

a. Gravel-surfaces, rag felt built-up roof; CELOTEX 80-GA-1-C; John-Manville "Aquadam"; or G.A.F.

a.1. Material used in built-up roofing and base flashing, including types, qualities and quantities, shall be not less than those required by manufacturer's specification.

a.2. Roof Insulation: 1" insulation board.

a.3. Modification: If contractor or roofing manufacturer require modifications to these specifications in order to comply with roofing details and roof guarantee requirements, such modifications shall be submitted to Engineer for review prior to performing the work.

b. Roof Flashing: Lexsuco RF 50 mil flashing or equal.

c. Aggregate:

c.1. Size shall be ¼" to and including 5/8", 400 lbs/square.

c.2. Aggregate shall be washed clean and shall be free of all dust, dirt and other foreign matter.

c.3. Shall be dry when applied.

c.4. Prior to application, submit samples of proposed aggregate for Engineer's review.

d. Provide non-corrosive grating over existing roof drains; 3 required.

PART 3 - PROCEDURES

A. GENERAL:

(1) Notify Engineer prior to starting work on this Section.

(2) Commencing work will be construed as contractor's acceptance of surfaces to receive work specified in this Section and responsibility for results obtained.

(3) At no point in the progressive application of this work shall felt be allowed to touch felt.

(4) Roof Deck: Shall be dry, smooth and clean. No roofing shall be applied to decks unless deck is completely dry. If roof decks receive rain during this period or at any time prior to application of roofing, allow roof decking to completely dry before applying roofing. Inspect roof decking prior to commencing roofing.

(5) Bitumen: Bitumen shall be heated no higher than maximum temperature specified by manufacturer, in kettles which have working thermometers attached to them.

(6) Install roofing and flashing in strict accordance with roofing manufacturer's specifications.

B. APPLICATION:

(1) Vacuum up all loose aggregate from total area of roof.

(2) Lay 1" insulation board over complete area and proceed with steps 3, 4, 5, & 6.

(3) Roof Edges:

a. At roof edges, provide one continuous layer 18" wide reinforced kraft paper, laid in solid coating of plastic cement, covering joint between deck and wood edge nailer, and overlapping edge of roof. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement.

b. At metal gravel stopped edges, sheet metal flashing shall be installed over the wrapped kraft pages and set in solid coating of plastic cement, nailed, and 3 layers of 15 pound asbestos felt mopped in place to form a minimum 16" wide continuous flashing strip over the sheet metal flashing.

00245

(4) Roof Openings: At roof openings, vents, stacks, etc., through roofs, provide one continuous layer of 18" wide reinforced kraft paper, laid in solid coating of plastic cement and overlapping edge of opening, prior to installation of built-up roofing felts. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement. Sheet metal flashing shall be installed over this, set in solid coating of plastic cement and nailed as necessary to hold firmly in place. Follow with three layers of 15 pound asbestos felt mopped in place to form a minimum 16" thick wide continuous flashing strip over the sheet metal flashing.

(5) Roof Fixture Curbs: At flashing for roof fixture curbs and/or base flashing, install flashing in accordance with drawings and CELOTEX specifications.

(6) Flood Coat and Aggregate: Bitumen flood coat shall consist of not less than 70 pounds per 100 sq. ft., and shall be poured on and not mopped. Apply aggregate while bitumen is still hot. All aggregate shall be raked out smooth and even, leaving no visible terrace effect and no exposed asphalt.

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job with the Engineer, and will perform all the specified work to provide a first class job, and that I agree to begin work within 5 days after being awarded the Contract, and will complete the work within 14 days after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor.

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company, as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the tiem specified.

WARRANTY INFORMATION: See Submittals "A-2".
TWO YEAR WARRANTY

BID PRICE $15,900.00

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

BIDDER: DAVCO HOME SERVICES

DATE: 2-18-85

00246

Proposal

FROM
DAVCO
916 FIRST ST.
ROSENBERG, TEXAS 77471
342-7230

Proposal No.

Sheet No.

Date 2-18-85

Proposal Submitted To	Work To Be Performed At
Name FT. BEND COUNTY CLERK'S OFFICE	Street
Street P O BOX 368	City State
City RICHMOND	Date of Plans
State TEXAS 77469	Architect
Telephone Number	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of
ENTIRE ROOF SHALL BE CLEAN AND DRY AS PER SPECIFICATIONS BEFORE APPLYING 1" INSULATION BOARD IMBEDDED WITH BITUMEN. CELOTEX 80-GA-1-C BASE FLASHING APPLIED OVER 1" INSULATION, THEN HOT-MOP CELOTEX 3-PLY FELT. FLASH ROOF AS PER SPECIFICATIONS WITH 1-PLY KRAFT PAPER OVER FELT AND SET IN SOLID COATING OF PLASTIC CEMENT. SHEET METAL FLASHING AS PER SPECIFICATIONS. FLOOD-COAT AND 5/8" AGGREGATE AS PER SPECIFICATIONS.

TWO YEAR WARRANTY

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars ($ 15,900.00)

with payments to be made as follows:
PAYMENT UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by DAVCO

Respectfully submitted Fernando Davila

Per DAVCO

Note — This proposal may be withdrawn by us if not accepted within 5 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Date _____ Signature _____

BIDDER: N M C & Company.

COMPANY ADDRESS: 12770 Rodeo sq.Drive Suite 2310. Houston 77072.

COMPANY PHONE NUMBER: 713-530-6484.

DESCRIPTION OF ITEM(S) BEING BID: Built up roof modification.

BID PRICE: Fourteen Thousand and no cents.($14000.00)

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: --

AUTHORIZED SIGNATURE: Arun C. Desai. DATE: 2-14-85

(NAME PRINTED): Arun C.Desai.

BID FORM

FORT BEND COUNTY MON., FEB. 18, 1985 - 1:30 P.M.

BUILT-UP ROOF MODIFICATION FOR FORT BEND COUNTY CLERK'S OFFICE

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

Gentlemen:

The undersigned bidder has carefully examined this Proposal, the Specifications and also the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, materials, tools, service and other means of construction to complete all the work upon which he bids, as provided by the Specifications and Drawing and binds himself on acceptance of his Proposal to execute a Contract for performing and completing the said work within the time specified, as required by the Specifications for the following:

LOCATION: Fort Bend County Clerk's Office, Richmond, Texas

ROOF MODIFICATION, NORTH PORTION:

1. Approximately 5,300 square feet of roof.

2. See Drawing 8433 for job limits.

3. Specifications.

PART 1 - GENERAL

A. SUBMITTALS:

(1) Manufacturer's Literature:

a. Three weeks prior to the start of roofing work, submit triplicate copies of roofing manufacturer's printed specifications and installation instructions for Engineer's review.

b. Roofing Bond and Warranty:

b.1. General Contractor to submit written warranty for a period of two years from date of acceptance.

b.2. Warranty shall include roofing and base flashing and shall include the cost of labor and materials for the immediate correction of failures occurring within the warranty period.

b.3. Provide Owner with a 10-year roofing bond.

c. Reference Specifications: Roofing ans base flashing shall be installed in strict accordance with roofing manufacturer's current published specifications for roof deck material specified hereinafter.

PART 2 - PRODUCTS

A. MATERIALS:

(1) Built-Up Roof Type:

a. Gravel-surfaces, rag felt built-up roof; CELOTEX 80-GA-1-C; John-Manville "Aquadam"; or G.A.F.

a.1. Material used in built-up roofing and base flashing, including types, qualities and quantities, shall be not less than those required by manufacturer's specification.

a.2. Roof Insulation: 1" insulation board.

00249

a.3. Modification: If contractor or roofing manufacturer require modifications to these specifications in order to comply with roofing details and roof guarantee requirements, such modifications shall be submitted to Engineer for review prior to performing the work.

b. Roof Flashing: Lexsuco RF 50 mil flashing or equal.

c. Aggregate:

c.1. Size shall be ¼" to and including 5/8", 400 lbs/square.

c.2. Aggregate shall be washed clean and shall be free of all dust, dirt and other foreign matter.

c.3. Shall be dry when applied.

c.4. Prior to application, submit samples of proposed aggregate for Engineer's review.

d. Provide non-corrosive grating over existing roof drains; 3 required.

PART 3 - PROCEDURES

A. GENERAL:

(1) Notify Engineer prior to starting work on this Section.

(2) Commencing work will be construed as contractor's acceptance of surfaces to receive work specified in this Section and responsibility for results obtained.

(3) At no point in the progressive application of this work shall felt be allowed to touch felt.

(4) Roof Deck: Shall be dry, smooth and clean. No roofing shall be applied to decks unless deck is completely dry. If roof decks receive rain during this period or at any time prior to application of roofing, allow roof decking to completely dry before applying roofing. Inspect roof decking prior to commencing roofing.

(5) Bitumen: Bitumen shall be heated no higher than maximum temperature specified by manufacturer, in kettles which have working thermometers attached to them.

(6) Install roofing and flashing in strict accordance with roofing manufacturer's specifications.

B. APPLICATION:

(1) Vacuum up all loose aggregate from total area of roof.

(2) Lay 1" insulation board over complete area and proceed with steps 3, 4, 5, & 6.

(3) Roof Edges:

a. At roof edges, provide one continuous layer 18" wide reinforced kraft paper, laid in solid coating of plastic cement, covering joint between deck and wood edge nailer, and overlapping edge of roof. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement.

b. At metal gravel stopped edges, sheet metal flashing shall be installed over the wrapped kraft pages and set in solid coating of plastic cement, nailed, and 3 layers of 15 pound asbestos felt mopped in place to form a minimum 16" wide continuous flashing strip over the sheet metal flashing.

(4) Roof Openings: At roof openings, vents, stacks, etc., through roofs, provide one continuous layer of 18" wide reinforced kraft paper, laid in solid coating of plastic cement and overlapping edge of opening, prior to installation of built-up roofing felts. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement. Sheet metal flashing shall be installed over this, set in solid coating of plastic cement and nailed as necessary to hold firmly in place. Follow with three layers of 15 pound asbestos felt mopped in place to form a minimum 16" thick wide continuous flashing strip over the sheet metal flashing.

(5) Roof Fixture Curbs: At flashing for roof fixture curbs and/or base flashing, install flashing in accordance with drawings and CELOTEX specifications.

(6) Flood Coat and Aggregate: Bitumen flood coat shall consist of not less than 70 pounds per 100 sq. ft., and shall be poured on and not mopped. Apply aggregate while bitumen is still hot. All aggregate shall be raked out smooth and even, leaving no visible terrace effect and no exposed asphalt.

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job with the Engineer, and will perform all the specified work to provide a first class job, and that I agree to begin work within 15 days after being awarded the Contract, and will complete the work within 30 days after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor.

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company, as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the tiem specified.

WARRANTY INFORMATION: See Submittals "A-2".

BID PRICE Fourteen thousand dollars and no cents..... $14,000.00

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

BIDDER: N M C & Company

DATE: 2-14-85.

00251

Allied Fidelity Insurance Co.
Indianapolis, Indiana

BID OR PROPOSAL BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, NMC and Company

as Principal, and ALLIED FIDELITY INSURANCE CO., of Indianapolis, Indiana, as Surety, are held and firmly bound unto

Fort Bend County, Texas

as Obligee, in the penal sum of Five Per Cent of the Greatest Amount Bid ----------

($ 5% GAB) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 18th day of February, 19 85.

WHEREAS, the said Principal is herewith submitting a proposal for Roof Modifications at Fort Bend County Clerk's office

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within Ten (10) days after being notified in writing of the award of such contract to Principal, or if the Principal, or Surety shall pay the Obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the Obligee and a third party, may exceed the amount bid by Principal, then this obligation shall be void; otherwise, it shall remain in full force and effect.

NMC and Company
(Principal)

By: _____
Title

ALLIED FIDELITY INSURANCE CO.

By: _____
J. F. Spence, Jr. *Attorney-in-Fact*

FS-27 4-72

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 18TH day of February, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. DISCUSS MONTHLY DRAINAGE REPORT:

   January's report was reviewed.

2. CONSIDER EXTENSION OF TIME FOR COMPLETION OF MCKEEVER ROAD FLUME PROJECT:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve extension of 23 calendar days on the Briscoe Canal (McKeever Rd.) Flume Crossing of Oyster Creek.

3. CONSIDER RESOLUTION SUPPORTING BROOKSHIRE-KATY DRAINAGE DISTRICT LEGISLATION:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept resolution subject to final wording of the resolution, especially regarding Fort Bend County's imminent domain.

   Mr. George Cardiff request approval of resolution.

   Charles Kalkomey representing the proposed drainage district was present.

4. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Drainage District be adjourned at 2:25 p.m. Monday, February 18, 1985.

COUNTY OF FORT BEND

Drainage District

00253

(21)

26

Stanley L. Kucherka, Jr. P. E., Chief Eng. & Mgr.
Blaine Kinnebrew, Asst. Eng. - David W. Jalowy, Asst. to Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

Monthly Report
January, 1985

Work during January consisted of shredding and dirt excavation and disposal.

Shredding occurred on a total of thirteen (13) streams. Included were Buffalo Creek I-B-3, Gapps Slough II-B-10-a, and Ditch B-1.

The partial excavation of Big Creek Lateral II-B-6 was completed during the first week of January. Approximately 1,300 cubic yards were removed during this week.

Work began on the excavation of Buffalo Creek Lateral I-B-3-d upstream of Wicks Road during the last week of January. Approximately 1,200 cubic yards were dug.

Work continued on the drop structure on Dutch John Creek near its confluence with Big Creek. The District's LS 128 Dragline and Caterpillar D-6 Bulldozer are working here.

Work also continued on the Pleak Road Bridge across Big Creek. This project should be finished about the middle of February.

The excavation of Rabbs Bayou continued with both District and contract equipment. A total of 88,600 cubic yards were removed.

A list of all equipment and where each worked during January is included later in this report.

26

Wet conditions during January greatly affected shredding operations a large part of the month. During this time most tractors were brought into the shop and were painted. This included rubber tire as well as track machines.

Also during January the first phase of the former E.M.S. building was essentially completed. The only items lacking are the flooring and telephone installation. Since a new telephone system is being used and the old one now in use will be discarded, this must be the last item done. Therefore we are waiting only for the floor installation which should be began and completed during the week of February 11, 1985.

Big Creek II-B	
109	*1/7-1/31*
110	*1/7-1/11*
122	*1/7-1/10*
127	*1/8-1/10*
146	*1/22*
Buffalo Creek I-B-3	
102	*1/2-1/18*
103	*1/2-1/18, 1/30-1/31*
120	*1/2-1/16, 1/21-1/31*
123	*1/2-1/31*
125	*1/2-1/16*
130	*1/2-1/11*
143	*1/2-1/4*
147	*1/2-1/11*
Cottonwood Creek II-B-24	
101	*1/2-1/15, 1/18-1/31*
Ditch B (Quail Run Ditch)	
111	*1/28-1/31*
121	*1/28-1/31*
Ditch B-1	
111	*1/2-1/24*
121	*1/2-1/25*
Duval Ditch II-J	
112	*1/30-1/31*
118	*1/30-1/31*
156	*1/30-1/31*
E. B. Railroad Ditch	
117	*1/8-1/9*
128	*1/8-1/9*
Flewellen Ditch II-E-10	
112	*1/7-1/9*
118	*1/7-1/9*
Gapps Slough II-B-10-a	
119	*1/7-1/31*
124	*1/7-1/31*
129	*1/7-1/31*
142	*1/7-1/14*
146	*1/31*

Shredder Report (Continued)

Means Ditch	
117	1/7-1/8
128	1/7-1/8
Oyster Creek II-K	
106	1/2-1/18
126	1/7-1/16
151	1/7-1/16
T.I. Ditch	
107	1/10-1/22
117	1/10-1/23
West Simonton Ditch II-YY	
112	1/10-1/11
118	1/10-1/15
156	1/10-1/15
Willow Fork of Buffalo Bayou V-A	
105	1/2-1/31
113	1/2-1/31
116	1/2-1/31
158	1/7-1/31

Big Creek II-B-6	
Northwest 41 Dragline	1/2-1/3
Buffalo Creek I-B-3-d	
Northwest 41 Dragline	1/30-1/31
Cottonwood Creek II-B-24	
Northwest 41 Dragline	1/23-1/28
Ditch H	
FiatAllis FD-16 Bulldozer	1/3-1/8
FiatAllis FD-30 Bulldozer	1/2-1/31
Dry Branch I-E	
Northwest 41 Dragline	1/17-1/22
Dry Creek II-B-5	
FiatAllis FD-16 Bulldozer	1/9-1/29
Dutch John II-B-1	
LinkBelt LS128DL Dragline	1/7-1/31
Caterpillar D-6 Bulldozer	1/7-1/31
Pleak Road Bridge	
LinkBelt LS98-A Dragline	1/2-1/31
Precinct #2	
Northwest 41 Dragline	1/4-1/15
Precinct #3	
FiatAllis FD-20 Bulldozer	1/21-1/23, 1/28-1/30
Rabbs Bayou II-D	
Northwest 9570 Dragline	1/2-1/18
FiatAllis FD-20 Bulldozer	1/2-1/18
International TD-25E Bulldozer	1/2-1/31
FiatAllis FD-20 Bulldozer	1/2-1/4

00258

(21) #2

26

LANDEV ENGINEERS, INC.
1706 Seamist Drive
Houston, Texas 77008
713/869-2402

January 30, 1985

Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

ATTENTION: Stanley L. Kucherka, Jr., P.E.
Drainage District Engineer

REFERENCE: Briscoe Canal Flume Crossing of
Oyster Creek

Dear Mr. Kucherka:

Please find attached a copy of a letter just received from LEM Construction Co. The letter is a request for time extension of 23 calendar days on the referenced flume crossing project. The primary reasons for the time extension request are bad weather and extremely wet conditions that either impaired the job's progress or stopped it completely at different times.

The time extension request has been reviewed and it is recommended that the County grant the request. If granted, the new project completion date would be set at February 24, 1985.

The remaining construction work consists of some slope paving in Oyster Creek on each end of the flume, additional excavation work, seeding, and final project clean-up. It is felt that this remaining work can be completed within the extended time period. The Brazos River Authority has indicated that they do not plan to resume canal operations until around March 1 or even later. The B.R.A. is progressing on some canal maintenance upstream of the flume site at the present time.

If you have any questions, please contact us as soon as possible.

Sincerely,

LANDEV ENGINEERS, INC.
Consulting Engineers

David A. Corbin

David A. Corbin, P.E.
Project Manager

cc: LEM Construction Co., Inc.
ATTN: R.R. Underwood
Vice President

Job No. 62000-064

00259

L 26

RECEIVED JAN 2 9 1985

January 28, 1985

Landev Engineers, Inc.
1706 Seamist Drive
Houston, Texas 77008

Attn.: Mr. David Corbin, P.E.

Ref. : Briscoe Canal Flume Crossing of
Oyster Creek, Fort Bend County, Texas
JOB NO. 62000 / LEM Job No. 1134

Mr. Corbin,

We would like to request a time extension of twenty-three (23) days for the following reasons:

DATE	REASON
October 09, 1984 - Tuesday	Too wet, hard rain Monday night
October 13, 1984 - Saturday	2.9 inches of rain
October 14, 1984 - Sunday	Rain
October 15, 1984 - Monday	Too wet to work
October 17, 1984 - Wednesday	Rained Tuesday night
October 19, 1984 - Firday	Hard rain for two hours
October 20, 1984 - Saturday	Rain
October 21, 1984 - Sunday	Hard rain
October 22, 1984 - Monday	Too wet, 5 inches of rain since Friday
October 23, 1984 - Tuesday	Too wet
October 25, 1984 - Thursday	Rain starts in A.M.
October 26, 1984 - Friday	Area flooded
November 02, 1984 -Friday	2 inches of rain Thursday night
November 17, 1984 - Saturday	Rain out at 10:00 A.M.
December 04, 1984 - Tuesday	Rain - cold
December 05, 1984 - Wednesday	Rain - cold
December 06, 1984 - Thursday	Too cold to pour concrete
December 25, 1984 - Tuesday	Holiday

Cont.'

LEM CONSTRUCTION CO., INC.
9703 MULA ROAD
STAFFORD, TX 77477-3499
713/495-9560

Landev Engineers, Inc.
1706 Seamist Drive
Houston, Texas 77008

Attn.: Mr. David Corbin, P.E.

DATE	REASON
January 01, 1985 - Tuesday	Holiday
January 03, 1985 - Thursday	Light snow, ice
January 12, 1985 - Saturday	Cold, wet, ice
January 17, 1985 - Thursday	Heavy rain, Wednesday night
January 21, 1985 - Monday	17° cold

Thank you for your consideration of this matter.

Sincerely,

R. R. Underwood
Vice President

RRU/DWA/jae

cc.: Corres. file
Extension Request file
Robert Pfeiffer

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 25, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 18, 1985.
2. Approve changes in Depository Pledge Contracts.
3. Approve line item transfers in budgets.
4. Review fee officers monthly reports.
5. Acknowledge donation of Fingerprint Board to Sheriff's Department from Rose-Rich Newcomers Club.
6. Consider approval of additional Sheriff's Reserve Deputies--Issac Molho, Donald Richter and Barry LeBlanc.
7. Mr. Lawrence Elkins, Fairgrounds Manager, re: request approval of plans for barbecue pit at Fairgrounds and authorize bids for same.
8. Consider amendment to Justice of the Peace, Precinct 2 Place 1 budget for office rental.
9. Consider request to purchase 2 lifts for Vehicle Maintenance Dept. and authorizing advertising for bids for same.
10. Constable Richard Pring, Precinct 4, re: request budget amendment to authorize purchase of Royal 115 copier.
11. Consider and take action on recommendations from Insurance Committee for 1985-86 insurance coverage.
12. Consider approval of sick, vacation and comp. time report.
13. Consider authorizing Request For Proposals for a study of the classification and compensation program for Fort Bend County.
14. Consider request for additional position in Personnel Dept. to administer salary program for Fort Bend County.
15. Approve list of items to be sold in County Auction on March 17.
16. Aprove final payment to Homestead Builders in the amount of $9,695 for gas pump canopy at E.M.S. building.
17. Accept check from City of Simonton in the amount of $6,000 and rebudget into Road Materials, Precinct 4.
18. Approve amended resolution supporting Brookshire-Katy Drainage District legislation.
19. Consider application from General Telephone Co. to lay cable under, along or across Kansas Street crossing Hickory, Maple, Mimosa, Elm, & Spruce in Precinct 2.
20. Consider an application from Phoenix Petroleum Co. to lay pipeline crossing under Fairchild Creek Lateral 2B10 in Precinct 2.
21. Advertise for bids for Umbrella Liability Insurance for Fort Bend County and for dump trucks without bed.
22. Award bids for excess sand and clay material and rubber-tire tractors.
23. Meet in Closed Session to discuss land and personnel matters as authorized by Article 6252-17, Section 2 (f) & (g), Vernon's Texas Civil Statutes.
24. Take action on any items discussed in Closed Session.

CONTINUED

25. 1:30 p.m. - Open Bids for the following: (1) 1982 Champion 710A motor grader for sale, and (2) Computer hardware for the Sheriff's Department.

26. 1:30 p.m. - Approve plat for Target/Williams Trace Two in Precinct 4.

27. Adjournment.

FILED FOR RECORD
TIME 3:25 AM PM
FEB 21 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 21, 1985 at 3:30 p.m. by .

BE IT REMEMBERED That on this 25TH day of February, 1985 Commissioner's Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

A letter from the Texas Justice Court Training Center was read in court concerning Justice of Peace, Judge Gary Frederickson having completed a twenty hour course.

1. APPROVE MINUTES OF MEETING OF FEBRUARY 18, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that minutes of February 18, 1985 be approved.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts as follow:

Republic Bank of Richmond to release $500,00 U.S. Treasury Bills due 2-18-85, receipt #16244.

Republic Bank of Richmond to release $25,000 U.S. Treasury Bills due 3-1-85, receipt #11064.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the following Line Item Transfers in budget:

Constable Precinct #3
Justice of Peace Precinct #4

4. REVIEW FEE OFFICERS MONTHLY REPORTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the Fee Officer's Monthly Report as presented by the County Auditor. (Recorded in minutes in full)

5. ACKNOWLEDGE DONATION OF FINGERPRINT BOARD TO SHERIFF'S DEPARTMENT FROM ROSE-RICH NEWCOMERS CLUB:

Acknowledge donation of Fingerprint Board.

0026

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

February 20, 1985

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of February 12-15, 1985, Judge Gary Frederickson successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

c/c
2/25/85

FORT BEND COUNTY (2)
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
Republic Bank Richmond

RELEASE $ 500,000 U.S.
TREASURY BILLS DUE 2-28-85
RECEIPT # 16244.

RELEASE $ 25,000 U.S.
TREASURY BILLS DUE 3-1-85
RECEIPT # 11064.

PLEDGE $_____ U.S.
TREASURY BILLS DUE_____
RECEIPT #_____.

PLEDGE $_____ U.S.
TREASURY BILLS DUE_____
RECEIPT #_____.

00266

0026

(3)

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

On this the 25th day of February, 1985, at a Special Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 14, 1984;

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

AYES: _____

NAYES: _____

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

Constable Pct. 3 Dept.	FROM	TO	INCREASE (DECREASE)
1062-OFFICE SUPPLIES	5,074.93	4,574.93	(500.00)
4010-FEES & SERVICES	193.00	693.00	500.00

DATE: 2/21/85

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner, Pct. #4

00267

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985 0026

On this the 25 day of Feb, 1985, at a Special Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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

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

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

AYES: _____

NAYES: _____

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

JP #4 0022 DEPT.	FROM	TO	INCREASE (DECREASE)
SALARIES - 0200	71,638.00	64,238.00	(7400.00)
TEMP OR EXTRA HELP - 0201	500.00	7,900.00	7400.00

DATE: 2-22-85

DEPARTMENT HEAD: Jim Scott

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

00268

(4)

0026

JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

FEBRUARY 25, 1985

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

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

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

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

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of Jan. 1985 be approved as recommended by the County Auditor in her letter of February 25, 1985.

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

Yours very truly
Joyce Tompkins
County Auditor

FBC AUDITOR'S FORM 1054

00269

0026

NON-FEE OFFICER'S REPORT

COMMISSIONERS' COURT

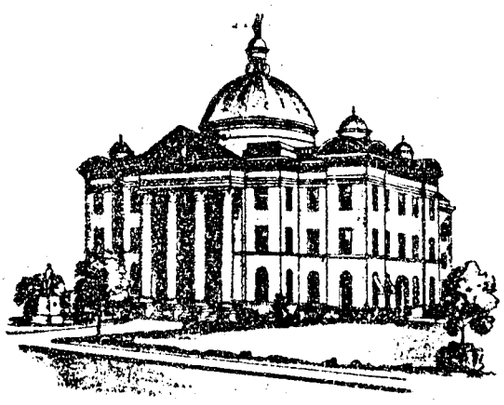
FEBRUARY 1985

CHILD SUPPORT	1116.00
HEALTH AND SANITATION	511.00
AMBULANCE	8723.04
ANIMAL CONTROL	2496.00
SANITARY LANDFILL	62,961.03
LIBRARIES	2634.53
INDIGENT CARE	92.00
FAIRGROUNDS	2529.00
ADULT PROBATION (FUND 99)	21,167.00
JUVENILE PROBATION	360.00
COUNTY ENGINEERING	390.00
BAIL BOND BOARD	-0-
TOTAL FOR THE MONTH	102,979.60

00270

0026

JOYCE TOMPKINS *COUNTY AUDITOR*



STATE OF TEXAS **COUNTY OF FORT BEND**

P. O. DRAWER 549
RICHMOND, TEXAS
77469

FEBRUARY 25, 1985

Commissioners Court
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

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

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

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

> Moved by Commissioner, second by Commissioner, duly put and carried, it is ordered that the monthly report of fees collected by Fee Officers identified below for the month of January 1985 be approved as recommended by the County Auditor in her letter of February 25, 1985.

William Meitzen, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wleczyk, District Clerk
Gus George, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
Jim Scott, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
W.C. Todd, Constable Pct 2
Robert Parker, Constable Pct. 3
Richard P.Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins
County Auditor

FEE OFFICERS REPORT

COMMISSIONERS COURT

JANUARY 1985

OFFICER	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	753.00			753.00
County Clerk				
Civil 990.00				
Criminal 5475.25	57,824.50	19,880.50	15,150.84	92,855.84
District Clerk				
Civil 12,186.00				
Criminal 497.75	16,404.64	1225.00	11,005.05	28,634.69
Tax Collector	121,226.00			121,226.00
District Atty.	9642.00			9642.00
Sheriff				
Civil 7916.10				
Criminal 1356.00	7995.10		13,075.05	21,070.15
J.P.#1				
Civil 254.00				
Criminal 29,519.38	29,773.38		7646.62	37,420.00
J.P.#2-1				
Civil 203.00				
Criminal 2277.00	2480.00		1042.50	3522.50
J.P.#2-2				
Civil 14.00				
Criminal 16,976.00	16,990.00		3725.50	20,715.50
J.P.#3				
Civil 263.00				
Criminal 10,550.55	10,816.55		3831.55	14,648.10
J.P.#4				
Civil 140.00				
Criminal 18,728.00	18,877.95		4824.00	23,701.95
Constable #1	3675.00			3675.00
Constable #2	3116.00			3116.00
Constable #3	5106.05			5106.05
Constable #4	1209.00			1209.00
TOTAL	305,889.17	21,105.50	60,301.11	387,295.78

* County Revenues deposited into the General Fund.

** County Reveneus deposited into the Road & Bridge Fund.

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

**** Misc. Fees for the Dist. Attorny are revenues deposited into the D.A. Bad Check Fund.

00265

6. CONSIDER APPROVAL OF ADDITIONAL SHERIFF'S RESERVE DEPUTIES - ISSAC MOLHO, DONALD RICHTER AND BARRY LeBLANC:

Postponed.

7. MR. LAWRENCE ELKINS, FAIRGROUNDS MANAGER, RE: REQUEST APPROVAL OF PLANS FOR BARBECUE PIT AT FAIRGROUNDS AND AUTHORIZE BIDS FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve all phases of the plans as presented and authorize bids for all phases as a package and individual phase. Bids to be opened March 18 at 1:30 p.m.. Funds to come from Permanent Improvement.

Lawrence Elkins, Fairground Mgr. request approval of plans as presented.

8. CONSIDER AMENDMENT TO JUSTICE OF THE PEACE, PRECINCT 2 PLACE 1 BUDGET FOR OFFICE RENTAL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend the budget for Justice of the Peace, Precinct 2 Place 1 for office rental at $650.00 per month for a total of $7,800.00 less the funds currently in the utilities line item not including telephones. Funds to come from contingency fund - an emergency is declared.

9. CONSIDER REQUEST TO PURCHASE 2 LIFTS FOR VEHICLE MAINTENANCE DEPARTMENT AND AUTHORIZING ADVERTISING FOR BIDS FOR SAME:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to purchase two lifts for Vehicle Maintenance Department and authorize to advertise for bids for same. Funds to come from EP-15 Interest.

10. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST BUDGET AMENDMENT TO AUTHORIZE PURCHASE OF ROYAL 122 COPIER:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is order to approve purchase of a reconditioned Royal 122 copier and amend budget to $1,750.00 (copier plus supplies), and establish a property & equipment line item.

Richard Pring request purchase of copier and amend budget.

11. CONSIDER AND TAKE ACTION ON RECOMMENDATIONS FROM INSURANCE COMMITTEE FOR 1985-1986 INSURANCE COVERAGE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Texas Insurance Agency for the following:

Worker's Compensation Insurance:		$ 54,411 - annual premium
General Liability Insurance	:	$ 53,300 - annual premium
Automobile Insurance	:	$ 96,869 - annual premium
Law Enforcement Liability	:	$ 28,912 - annual premium ($1,000 CSL $5,000 deductible)

12. CONSIDER APPROVAL OF SICK, VACATION AND COMP. TIME REPORT:

Postponed.

WORKER'S COMPENSATION INSURANCE

Texas Insurance Agency
15119 Memorial Drive # 205
Houston, Texas 77079

497-1005
Mike Townsend

Premium - $54,411 - one year
Subject to Retention program
Indicated retention 11.7%. Loss conversion factor 1.15
Estimated Standard Premium - $465,049-
Experience Modifer of .94.
Estimated Premium discount 11.3% -$52,544
Estimated Discount Premium - $412.505
Minimum Premium 11.7% x $465,049 = $54,411

GENERAL LIABILITY INSURANCE

Texas Insurance Agency
15119 Memorial Drive # 205
Houston, Texas 77079
497-1005
Mike Townsend

Premium - $53,300 - 1 year
Coverage quoted w/out deductible. No deductable will apply.
Premium computation - $13,413,588. Total payroll (not the $12,784,546 shown on p (23) x rate of .39¢ per $100.00 Equals annual estimated premium of $52,300.00

AUTOMOBILE INSURANCE

Texas Insurance Agency
15119 Memorial Drive # 205
Houston, Texas 77079
497-1005
Mike Townsend

Premium - $96,869 - 1 year
This quotation does not include coverage for Uninsured/Underinsured Motorists coverage even though on current policy
Annual premium $13,095 if coverage desired
This quotation also includes an experience debit modifier of 1.10%

LAW ENFORCEMENT LIABILITY

Texas Insurance Agency
15119 Memorial Drive # 205
Houston, Texas 77079
497-1005
Mike Townsend

$1,000,000 CSL $5,000.00 deductible
Premium - $28,912.00 - 1 year
"Not withstanding any wording to the contrary, this policy does not apply to any actions, claims, or suits seeking injuctive relief or class action regarding jail conditions."

13. CONSIDER AUTHORIZING REQUEST FOR PROPOSALS FOR A STUDY OF THE CLASSIFICATION AND COMPENSATION PROGRAM FOR FORT BEND COUNTY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize for bids for a study of the classification and compensation program for Fort Bend County. Funds to come from EP-16 Capital Outlay. (Recorded in minutes in full)

Richard Selleh request seeking a study on a personnel system.

Larry Hughes representing Rice Center discussed the proposal study of a personnel system.

14. CONSIDER REQUEST FOR ADDITIONAL POSITION IN PERSONNEL DEPT. TO ADMINISTER SALARY PROGRAM FOR FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve additional position in Personnel Department to administer salary program for Fort Bend County at an annual salary of $22,500 plus benefits. Funds to come from Contingency Fund - an emergency is declared.

15. APPROVE LIST OF ITEMS TO BE SOLD IN COUNTY AUCTION ON MARCH 17.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve list of items to be sold in county auction on March 17. (Recorded in minutes in full)

16. APPROVE FINAL PAYMENT TO HOMESTEAD BUILDERS IN THE AMOUNT OF $9,695 FOR GAS PUMP CANOPY AT E.M.S. BUILDING:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve final payment to Homestead Builders in the amount of $9,695 for gas pump canopy at E.M.S. building.

17. ACCEPT CHECK FROM CITY OF SIMONTON IN THE AMOUNT OF $6,000 AND REBUDGET INTO ROAD MATERIALS, PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept check from City of Simonton in the amount of $6,000 and rebudget into Road Materials, in Precinct 4.

18. APPROVE AMENDED RESOLUTION SUPPORTING BROOKSHIRE-KATY DRAINAGE DISTRICT LEGISLATION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting to abstain it is ordered to reject the amended resolution supporting Brookshire-Katy Drainage District Legislation as presented.

19. CONSIDER APPLICATION FROM GENERAL TELEPHONE CO. TO LAY CABLE UNDER, ALONG OR ACROSS KANSAS STREET CROSSING HICKORY, MAPLE, MIMOSA, ELM, AND SPRUCE IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from General Telephone Co. to lay cable under, along or across Kansas Street crossing Hickory, Maple, Mimosa, Elm and Spruce in Precinct 2. (Recorded in minutes in full)

Fort Bend County

REQUEST FOR PROPOSALS

FOR DEVELOPMENT OF A CLASSIFICATION AND COMPENSATION PLAN

Fort Bend County, Texas is seeking a consultant to develop a classification and compensation plan for all non-elected budgeted positions on the County payroll. Elected officials will be excluded from the plan. The project shall include training of County Personnel Department employees to administer and maintain the plan.

INFORMATION ON FORT BEND COUNTY PERSONNEL SYSTEM

Fort Bend County has approximately 700 employees in 35 departments. The types of jobs to be included in the new compensation plan are:

1. Law enforcement
2. Corrections (Jail)
3. Social Services
4. Clerical
5. Attorneys
6. Truck drivers, equipment operators, etc.
7. Foremen
8. Managerial
9. Computer related
10. Other professional
11. Other labor & trades
12. Miscellaneous

The development of job titles and pay ranges is currently decentralized in the various departments. The departments use various methods to classify jobs and set pay levels.

The compensation plan resulting from this project will be Fort Bend County's first countywide personnel management system. As such, the new plan must include strategies to accommodate, without negative effect, the current situation and salaries of existing employees.

SERVICES EXPECTED FROM CONSULTANT

Only consultants with prior experience in conducting this type of study for a governmental jurisdiction of at least the same number of employees as Fort Bend County will be considered. This is not a research project. Consultants with no or very limited prior experience should not submit proposals.

Consultants will be expected to design and implement a work plan that will achieve the results listed below. Each

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Personnel Consultants

Commissioners Court Fort Bend County
11 February 1985
Classification and Compensation Plan

Fort Bend County, Texas is seeking a consultant to develop a classification and compensation plan for all non-elected budgeted positions on the County payroll plan.

Attached is a copy of the Request for Proposals. Any firm interested in more information should contact Richard Selleh, Personnel Director, Fort Bend County, P. O. Box 326, Richmond, Texas 77469, (713) 342-3411. The deadline for submitting proposals is 5:00 p.m., March 18, 1985.

LEGAL NOTICE

NOTICE TO BIDDERS:

The following unclaimed property, names of owners unknown, will be disposed of by the Fort Bend County Sheriff's Department at a public auction to be held on March 17, 1985 at 1:00 P.M. at the Fort Bend County Fairgrounds:

37 - Cadillac wire spoke wheel covers
1 - tool box containing: 4 screw drivers, 1 Allen wrench, 1 Allen wrench set, 2 sockets, 1 socket extension, 1 ratchet, 23 security wrenches
1 - Mongoose 20" chrome colored bicycle
1 - Mongoose BMX bicycle frame, serial #I174914
1 - Roddy Ranger 26" bicycle 5 speed, serial #933
1 - Murray 26" men's bicycle, green in color, serial #1076110-1256851270
1 - Shimano 26" 10 speed men's yellow bicycle, serial #M2-6470-1204158
1 - silver bicycle, serial #U820744
1 - AMF Roadmaster Moped, orange in color, serial #061222
1 - Technics turntable, MSLBZ, serial # (removed)
1 - Konica C35 camera, serial #269318
5 - gold-colored necklaces
1 - gold-colored tie tack
1 - gold-colored sand dollar pendant
1 - gold-colored nugget ring
1 - Hitachi cassette recorder, model #TRE2820, serial # (removed)
1 - RCA 12" black/white television, serial #21942
1 - Marantz stereo receiver, mod. 2220, serial #11225
1 - Studio 44 AM/FM clock radio, serial #0483641
1 - Superscope stereo cassette deck mod. #CD-203A, serial #4014459
1 - R-HiFi box speaker, no serial number
1 - Ultra Linear #210 speaker, no serial number
1 - unknown brand speaker, model #SF2517, serial #01207359
1 - Aerotron mobile radio-telephone, no serial number
1 - "Open Road" 10-speed bicycle, blue in color, serial #EIL80352
1 - "Schwinn Traveller" 10-speed bicycle, blue in color, no serial number
1 - unknown brand 10-speed bicycle, blue/black in color, serial #D0046522
1 - Schwinn 10-speed bicycle, black in color, no serial number
1 - Trans Am 10-speed bicycle, serial #HA05Y881
1 - Huffy 15-speed bicycle, blue in color, serial #H06695948
1 - BMF 20" girls bicycle, blue in color, no serial number
1 - Murray BMX 20" bicycle, serial #M03-005-432
1 - Suzuki TS125 motorcycle, black in color, no serial number
1 - Huffy "Omni-10" bicycle frame, blue in color, serial #HP5668215
1 - bicycle frame, blue in color, no serial number
1 - BMC bicycle, blue in color, serial #'s M03000412 & J0062315
1 - Dreister 10-speed bicycle, blue in color, serial #272
1 - Murray BMX bicycle, chrome/blue in color, serial #D5235473
1 - Tyler 10-soeed bicycle, red/silver in color, serial #81945451
1 - unknown brand 10-speed bicycle, blue in color, serial #7H334220
1 - Sears girl's bicycle, blue in color, serial #50245133
1 - Murray 10-speed bicycle, red in color, serial #M01006678
1 - Mongoose BMX bicycle, black in color, serial #392730
1 - 10-speed bicycle frame, red in color, no serial number
1 - lot of copper core wire
1 - 19" table model black/white television, no serial number
2 - cases Duo-Fast 1¼" galvanized staples (36,000/case)
2 - cases Duo-Fast 2-7/8" round head nails (4,000/case)
2 - cases Duo-Fast 3" round head nails (4,000/case)
3 - cases Duo-Fast 2¼" round head nails (7,200/case)
1 - "Jamaica" 20' lawn mower, red in color, serial #9298214080274051002
Lynx golf clubs with bag, no serial number (1 set)
Fazer golf clubs with bag (1 set)
Woodframe print of female, no serial number
TV stand for 136, no serial number
TI computer keyboard and monitor, serial #KA3552218
Sectional sofa, tan in color with flowers, 3 pieces, serial n/a
2 - suede coats, serial n/a
1 - suede vest
1 - beige ottoman
1 - brown chair
1 - Eureka canister vacuum, serial #19134623
1 - Kenmore vacuum, no serial number
Tapes, VCR and copper trays, no serial number

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1 - GE clock radio, no serial number
1 - Regina upright vacuum, no serial number
1 - Hanimer 135mm lens, serial #H46486
1 - Minolta SRT101 35mm camera, serial #2500224
1 - Sony tape deck, serial #11553
1 - Singer sewing machine, serial #AP741763
1 - Soundesson radio/phone, serial #HOU53013
1 - Smith Corona M/type, serial #655,481463
7 - pictures
1 - Avay golf caddie, no serial number
1 - Dictaphone cordless phone, serial #00008905
1 - Technics RCVR, serial #AG9L11B219
1 - MCS cassette deck, serial #311107
1 - Pearl equalizer, serial #507169, blue case
1 - Realistic receiver, serial #42297
1 - GE color TV, 17", serial #5F2F27407
12 - assorted paintings
1 - Zenith 25" color TV, serial #6959580
1 - Realistic receiver, serial #28475D
1 - Panasonic stereo receiver, serial #33481
1 - Rhomberg stereo & T.T., serial #X86061
1 - Sony component, serial #15478
1 - box assorted silver flatware & pieces
1 - Lane cedar chest, serial #2085140
1 - Jewelry box with sterling & turquoise
1 - night stand
1 - jewelry box with assorted costume jewelry
1 - dark brown night stand with drawers
1 - wicker chair with brown cushion
1 - box with several pieces china dinnerware
1 - Wards black & white TV, model #6EN11282, serial #25956
1 - Zenish black & white TV, model #H121F, serial #1596059
1 - Panasonic black & white TV, model #TR562A, serial #FB4322657
1 - Sanyo cassette deck, model #STD17005, serial #77409301
1 - Panasonic clock radio, serial #2BAP13320
1 - Sony tape deck, model #TCFX25, serial #853011
1 - Denon receiver, model #DRA300, serial #31237078
1 - Ward color TV, model #GGY12916A, serial #0285147
1 - Admiral color TV, model #SS900, serial #C2095766
1 - RCA color TV, model #EP506W, serial #27BEA3967
1 - Truetone color TV, model #OEC4919A97, serial #5R2D49567
1 - Wards color TV, model #GNN1296C, serial #T0A318184
1 - RCA color TV, model #XL100, serial #045247458
1 - Zenith black & white TV, model #M193P1, serial #2531434
1 - Zenith black & white TV, model #41908W, serial #419808W
1 - RCA color TV, model #XL100, serial number removed
1 - Sony turntable, serial #813029
1 - Sony cassette deck, serial #810483
1 - Sony RCVR, serial #823737
2 - Sony speakers
1 - Panasonic radio TV, serial #FC1442233
1 - Truetone black & white TV, model #QEC3715A77, serial #5F1713252
1 - O'Keefe & Mar. oven, serial #E260126, model #2255
1 - lamp, white & gold leaf, serial number unknown
1 - Sears suana heater, serial #A40645-821
1 - Wards black & white TV, model #9EN11780A, serial #KS14648
1 - Galaxy fan, no serial number
1 - Penney A/C, model #86519120090, serial #0292229223
1 - Lumtime alarm clock, serial number unknown
1 - Rival food processor
1 - Socialete 60 hand case
1 - Gen. generator, model #6894-2, serial #0493693
1 - RCA color TV, model #RTCH16A, serial #14226581
1 - Bentwood rocking chairs
1 - maple rocking chair
1 - Magnavox black & white TV, model #T399, serial #02143785
1 - Bang & Olson turntable, serial #2848009
1 - Panasonic turntable, serial #77340041884
Boston speakers - serial #CG3671 & C63665
1 - Toshiba comp., serial #90320311
1 - Sony comp. serial #86353
2 - Sony speakers, no serial numbers
1 - Singer sewing machine, serial #NB2326162

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1 - Zenith 25" color TV, serial number removed
1 - BSR 320B turntable, no serial number
1 - Soundesign 8 track, serial number removed
1 - Soundesign RCVR, serial number removed
1 - ADC equalizer, serial #J276576
1 - Sharp cassette deck, serial #10817661
1 - glass front stereo cabinet, no serial number
1 - Panasonic comp., serial #86062-154660
1 - Badger disposal, serial #22346784
1 - Kenwood RCVR, serial #960538
2 - FBLS stereo speakers, serial numbers unknown
2 - Electrovoice stereo speakers, no serial numbers
1 - Sears turntable, serial number removed
1 - Sears receiver, serial #25750
1 - Sears receiver, no serial number
1 - Realistic tape deck, serial number 20516495
1 - SCL 3 telescope in box
2 - UNK speakers, serial numbers unknown
1 - Uniden phone, serial #B23009883
1 - Bose program control, serial #21575
1 - potted art plant
2 - Sony stereo speakers, no serial numbers
2 - Audio Sys stereo speakers, no serial numbers
1 - Royal manual typewriter, serial #AG2565405
1 - Vac Clark upright, serial #95678
1 - Admiral 25" color TV, serial #B216048
2 - custom leather bowling bags, int. CK RK
1 - brown coffee table
2 - Sleepaire twin bed mattresses
1 pr - Footjoy golf shoes, size 12, white/brown in color
1 - Kirby vacuum, no serial number
1 - brown wood headboard
2 - Audio sys. stereo speakers, no serial numbers
1 - Black plastic parsons table
1 - B/O Workmate, no serial number
1 - Phonemate 400S answering machine, serial #4S-203635
1 - Whirl-a-way disp., serial #C415483A8
1 - 20 pt. red Igloo cooler
1 - woodframe painting of cabin
1 - yellow/white painting
4 - Oriental prints with gold colored frame
3 - #5 bolt cutters HKP
1 - Eurecka upright vacuum, white/bluc in color, no serial number
1 - coffee table
1 - JVC turntable LA10, serial #C11710909
1 - JVC AM/FM receiver, serial #10790462
1 - JVC equalizer, serial #12805276
1 - JVC tape cassette, serial #1384366(?)
1 - set flatware (copper or brass) with case
1 - Sanyo beta video player, serial number removed
1 - Sony Trinitron 25" color TV, serial #557743
1 - Woman's Sears bike with baby carriage, no serial number
1 - Wards black & white TV, model #GEN11780A, serial #KS14648
Pottery lamps with shades
2 - Maranz speakers, serial #U0106731, U0106730
1 - G.E. compactor, no serial number
1 - Thompson sub-machine gun (will not be taken to the fairgrounds for the auction) (Anyone wishing to see this item must see Tom Sparkman at the Fort Bend County jail prior to the auction. All bidders on this item must hold a Class 3 gun license.)

The following County property will also be auctioned off at a public auction on March 17, 1985 at 1:00 P.M. at the Fort Bend County Fairgrounds:

1 - ICC 40+ printer
1 - ICC 40+ logic mod.
1 - ICC 40+ modem
1 - ICC 40+ keyboard
1 - Incoterm CRT screen #4410

1 - Incoterm printer #348
1 - Incoterm cassette bar #142
1 - Incoterm keyboard #C6167
1 - 1800B Penril date modem
2 - Remington Line-A-Time
1 - ICC 40+ CRT screen
1 - Texas Instruments calculator, serial #3238039
1 - 1983 Plymouth Fury, VIN 2P3BB26S3DR168041
1 - 1983 Plymouth Fury, 4 door, VIN 2P3BB26SFDR168043
1 - 1982 Plymouth Fury, VIN 2PBB26KXCR149159
1 - Olivetti typewriter
1 - IBM typewriter
1 - brown steno chair with arms
1 - 1979 Chevrolet pickup, blue in color, VIN CD149A191346
1 - 1960 GMC 2-ton winch truck with oilfield body, model V-4008, VIN V4008PN11512F
1 - Sharp desk top calculator
1 - John Deere 1530 tractor
1 - John Deere 1530 tractor
1 - John Deere 2040 tractor, 1976

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1 - 75-ton KR Wilson Press, serial #2543
1 - large wash basin
1 - small wash basin
1 - toilet & tank
1 - table
1 - small Dearborn gas heater, 35,000 BTU, serial #0000349957
1 - Westhinghouse water fountain
1 - rolling ladder
1 - deed record roller file system w/slope
1 - antique wooden table, 42 x 29
1 - brown vinyl steno chair
1 - square back wooden chair
1 - square back wooden chair
1 - old brown steno chair
1 - gray metal table, 70 x 34

1 - GF 4-drawer file cabinet, 15"
1 - brown steno chair
1 - 14 x 62 x 72 3-section black roller file cabinet
1 - 18 sec. green file cabinet
1 - 15 x 32 x 74 36-sec. green file cabinet
1 - 36 sections file cabinet
1 - 36 sections green file cabinet
1 - 15 x 32 x 74 36-section green file cabinet
1 - 15 x 32 x 74 36-section green file cabinet
1 - 15 x 32 x 74 36-section green file cabinet
1 - 15 x 32 x 74 36-section green file cabinet
1 - metal rolling file
1 - metal desk, gray, 60 x 33, 7-drawer
1 - Victor comptograph, serial #42821
25 - four-part metal ballot boxes
1 - metal coat rack
1 - wood table
2 - green vinyl steno chairs
2 - old green file cabinets
1 - green cabinet, small, double door
1 - 27-drawer cabinet, gray
1 - metal desk w/3 drawers, 18.5 x 43 x 27
1 - Cole steel 1-drawer/1 compartment, 18.75 x 16 x 31
1 - leather executive chair w/medium high back
1 - Cole steel 9-drawer/1-door locking cabinet
1 - green steno chair
1 - green steno chair
1 - green steno chair
1 - gray steno chair
1 - green steno chair
1 - green steno chair
1 - brown leather steno chair
1 - steno chair
1 - steno chair
1 - green metal desk w/formica top
1 - IBM green typewriter, serial #6921673
1 - Victor calculator, serial #5713-355
1 - Victor calculator, serial #5713-388
1 - IBM green typewriter, serial #6920579
1 - Sharp desk top calculator, serial #01007264
1 - 1977 Ford F150 pickup truck, serial #F15BL007897
1 - chair, brown steno
1 - chair, steno
1 - chair, yellow vinyl
3 - 2" dresser unions
17 - 2" pipe unions
7 - 2" tees
8 - 2" ells
2 - 2"=1½" ells
1 - 2½" tee
7 - 2"-1½" bell reducers
10 - 2"-1½" bushings
11 - 1½" ells
7 - 1½" tees
6 - 1½" caps
3 - 1½" dresser couplets
2 - 1½" 45's
3 - 1½" unions
5 - 1½"-1¼" ells
5 - 1"-1-3/4" tees

1 - 3/4"-3/4" tee
3 - 2" plugs
1 - 4"x2" all thread
2 - 3" unions
1 - 2" caps
1 box - assorted flood lights
1 box - assorted wires, electrical & thermostat
1 - black commode seat with hardware
1 box - assorted light bulbs w/mogle & medium base 300-500 watts
2 boxes - assorted fluorescent light bulbs
1 box - (unknown quantities) light covers and other items
1 box - assorted light bulbs 200 watt and 200 watt with silver heat shield
1 box - 17" fluorescent tubes
1 box - assorted fluorescent light bulbs
1 box - F20 T12/CW fluorescent light bulbs, 24
1 box - assorted light bulbs
1 box - assorted light bulbs including yellow flood lights
1 box - assorted decorative lamps
1 box - haligen type vapor lamps, assorted
1 box - plastic fans
1 box - assorted electrical parts, including breakers, plugs, extension cord ends, insulators, etc.
1 box - assorted appliance parts, including dry belts
1 box - assorted light fixtures, recessed type
1 - round light fixture approx. 20" diameter
1 box - assorted odds and ends, vent hood filters
1 - timer for Tappen oven with clock
1 box - 400 amp and larger fuses
1 box - Hubble connector bodies, assorted
1 box - assorted electrical parts w/cover plates and switch plates, light switches, plugs, etc.
1 box - assorted electrical parts w/1-24 hour dial timer
1 - remote control switch
1 box - cesspool robic cleaner-6
1 box - electrical parts, primarily ballasts for fluorescent light fixtures
4 - universal ballasta and pillo box type 807 SL
2 boxes - assorted plumbing hardware
1 - Kitchenaide timer
1 box - Sloan flush valve parts and other items
4 - chrome plated floor mount electrical plugs
1 - reflector shield
1 box - assorted faucet parts w/washers, aerator, drain stops, etc.
1 box - assorted B belts
1 - water filtration device, blue in color, blue stand
1 box - hot water dispensers, 5
1 - Monroe electric adding machine with cover
1 lot - galvanized pipes for hot water heaters w/rive jacks and elbows & roof covers
1 lot - Driscolite recessed light fixtures
1 lot - electrical parts consisting of switch boxes, breaker boxes meter loop boxes, assorted plugs, bolts tie-downs, bus fuses, L-B's boxes of assorted parts, odds and ends; explosive-proof connectors, teleplates, electrical conduit tie-down straps. Assorted sizes lock nuts and long sweepels, 3" L-B's
1 lot - plumbing parts including 1½" nipples, assorted sizes 1½" ells, 45's, unions, couplings, street ells, varying in sizes 1½" 3/4" 3/4" 1" 4" unions, ells
boxes - assorted plumbing supplies, faucet fixtures, water cutoff fixtures, erline recessed light fixtures, round ones
1 lot - assorted light bulbs
1 lot - assorted hood vent filters
1 - approx. 30 gallon propane tank
1 lot - strand wire cable
1 lot - stranded wire cable w/jacketed cable attached
1 lot - hot water heater type vent pipes, assorted sizes, 10' in length
1 lot - assorted heavy gauge metal pipes
1 lot - heavy insulated wire on broken reel
2 - platform type tables, varnish finish, metal edges, 4 x 8 w/2 bottom doors
1 - metal desk, 6 drawer, gray
1 - gray chair, straight back w/arms
1 - gray swivel desk chair

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1 - Wood Rotary Mower, serial #K103556
1 - Bean spray tank, no serial number
1 - Bean spray tank, no serial number
1 - Rhino Serial S6 rotary mower, 1981, serial #006228
1 - Dodge Club Cab pickup truck, 1980, serial #D17JEAC128252A
2 - shower stalls
1 - range hood
1 - 1981 Plymouth Fury, VIN 1P3BR27N1BA115327
1 - 1979 Ford ambulance - Medic 12, VIN E27AHEK0615
1 - 3M copy machine, serial #127646
1 - adult manikin
1 - white Hardwick gas stove garage grn bld
1 - Wilson portable radio
~~1 - dark brown antique coffee table, 18" x 35" x 40"~~

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Copies: COUNTY CLERK V
2/25/85 JUDGE STAVINOHA
B ORIGINAL. AUDITOR'S OFFICE

56903

Homestead Bldrs
Rt 2 Box 2140
Needville TX 77461

Customer's Order No. _____ Date 2-15 1985

Name Emergency Medical Services

Address Rt 36 South Rosenberg TX

SOLD BY	CASH	C. O. D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Completion of Canopy Contract		9695 00

contingency fund
00 40 40

approved
Karl E Baker
2-21-85

approved
2/25/85
J. Stavinoha

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd By

All Purpose Sales Form 258

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of February, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of General Telephone Company dated February 4, 1985, permit no. 80637 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucera
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

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Appl. # _____

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

2-21-85

Date

_____ (1) Complete Application Form

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

_____ b. Map or plat showing course or direction

_____ c. Plans and specifications.

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

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00287

COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80637

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

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

oad or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Hickory Street	263' N. of Davis Road	39 feet	X			X
Maple Street	582 feet north of Davis	38 feet	X			X
Mimosa Street	936 ' north of Davis Road	38 feet	X			X
Elm Street	1340' north of Davis Road	34 feet	X			X
Spruce Street	1718' north of David Road	38 feet	X			X

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

oad or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Kansas Street	Kansas Street & Davis Road	Cedar Street	2047 feet

General Description

SEE ATTACHED SHETCH

e location and description of the proposed installation and appurtenances is more fully shown
the attached plans and drawings. (Plans and drawings of proposed installation and appurten-
ces are required.)
e laying, construction, maintenance and/or repair of the proposed installation shall be
bject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of
bles, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage
tches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of
rt Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated
e 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of
rt Bend County, Texas.

NOTICE

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

olation of this requirement shall
nstitute grounds for job shut down.

COMPANY NAME: General Telephone Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Thomas E Tuley
(Signature)

NAME & TITLE Thomas Tuley-Project Coordinator
(Please Print)

DATE: February 4, 1985
ADDRESS Drawer AA
(Street/P.O. Box)

Stafford, Texas 77477
City State Zip

TELEPHONE NO: 499-8602

Arcola - E-6E0675

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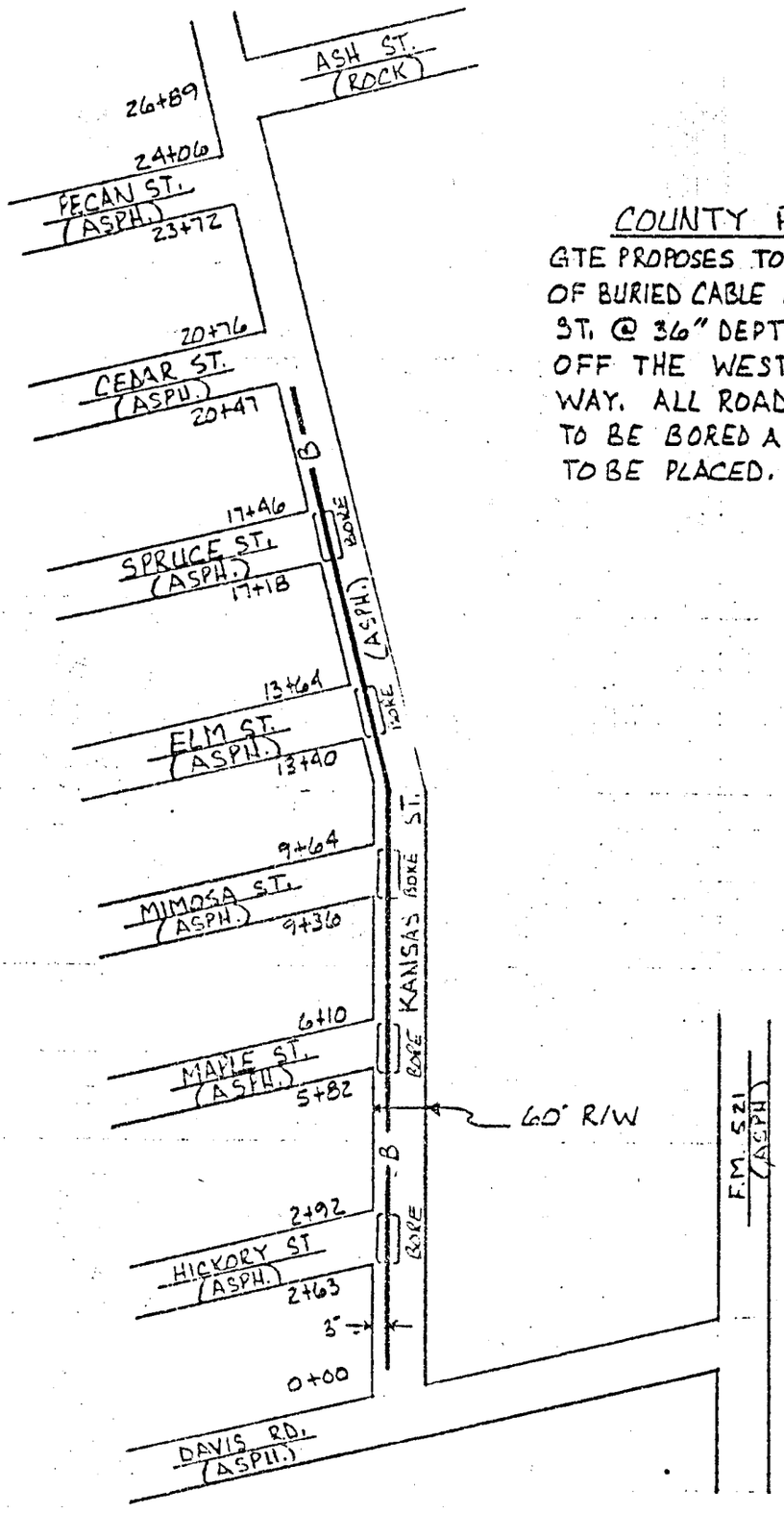


COUNTY PERMIT

GTE PROPOSES TO PLACE 2047' OF BURIED CABLE ALONG KANSAS ST. @ 36" DEPTH AND 3' OFF THE WEST RIGHT OF WAY. ALL ROAD CROSSING TO BE BORED AND 4" PVC TO BE PLACED.

FORM ED-172
(REV. 6-78)

AREA BAY

TAX DIST. 41233

ENGR'D BY RWC DATE 1-31-85

DRAWN BY RWC DATE 1-31-85

APPROVED BY _____ DATE _____

REVISED BY _____ DATE _____

SCALE NONE

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION ARCOLA, TX. 5404

DESCRIPTION REPLACE CA. KANSAS ST.

SHEET 1A OF 4

W. O. NO. 0E0675

20. CONSIDER AN APPLICATION FROM PHOENIX PETROLEUM CO. TO LAY PIPELINE CROSSING UNDER FAIRCHILD CREEK LATERAL 2B10 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Phoenix Petroleum Co. to lay pipeline crossing under Fairchild Creek Lateral 2B10 in Precinct 2. (Recorded in minutes in full)

21. ADVERTISE FOR BIDS FOR UMBRELLA LIABILITY INSURANCE FOR FORT BEND COUNTY AND FOR DUMP TRUCKS WITHOUT BED:

Advertise for bids for umbrella liability insurance:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for Umbrella Liability Insurance for Fort Bend County.

Advertise for bids for dump trucks without bed:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for dump trucks without bed.

22. AWARD BIDS FOR EXCESS SAND AND CLAY MATERIAL AND RUBBER-TIRE TRACTORS:

Award bid for excess sand and clay material:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to G.H. Hart, Inc. for excess sand and clay material in the amount of $.75 per cubic yd. for sand and $.50 per cubic yd. for clay. (Recorded in minutes in full)

Award bid for rubber-tire tractors:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid for rubber tire tractor Hesston 80-66 to Brazos Equipment Sales in the amount of $10,194.45 for Precinct 4. (Recorded in minutes in full)

23. MEET IN CLOSED SESSION TO DISCUSS LAND AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (F) & (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

RECESS:

Commissioners' Court recessed at 12:40 p.m.

RECONVENE:

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

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

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to accept earnest money contract on Gertrude Calloway, Executrix for approximately 47 acre tract of land adjacent to County Landfill at a total of $399,500.00 with a $5,000.00 earnest money and accept earnest money contract on Edgar Klingle, et el for approximately 11.75 acres tract adjacent to County landfill at a total of $105,750 with a $2,000 earnest money contract. Funds to come from Capitol Improvement Fund.

Fort Bend County

#22

Excess Sand and Clay Material From the Sanitary Landfill Site on Klauke Road

Mon., Feb. 4, 1985 - 1:30 PM

Company	Approximate Date of Start	Bid Price Per Cubic Yard - Sand	Bid Per Cubic Yard - Clay
G. H. Hart Co., Inc. P. O. Box 36987 Houston, TX 77036 933-7000 Archie Peterson	2 weeks	$.75	$.50
Schramme Construction P. O. Box 763 Rosenberg, TX 77471 342-0474 Bobby Schramme	2/11/85	$.75	$.50 Note: May not be able to move 200 yds of material/day.

00260

00260

00260

BIDDER: G.H.Hart Co. Inc.

COMPANY ADDRESS: P.O. Box 36987 Houston, Texas 77036

COMPANY PHONE NUMBER: (713) 933-7000

DESCRIPTION OF ITEM(S) BEING BID: Excess Sand & Clay

BID PRICE:

ARE ALL SPECIFICATIONS MET IN THEIR ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN:

AUTHORIZED SIGNATURE: Archie Peterson DATE: 2/4/85

(NAME PRINTED): ARCHIE PETERSON

00292

BID FORM

FORT BEND COUNTY

MON., FEB. 4, 1985 - 1:30 P.M.

0026 EXCESS SAND AND CLAY MATERIAL FROM THE SANITARY LANDFILL SITE ON KLAUKE ROAD

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

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

Gentlemen:

The undersigned bidder has carefully examined this Proposal and the site of the work and binds himself upon acceptance of his proposal to execute a contract performing and completing said work within the time proposed for the following:

Location: Fort Bend County Landfill
Intersection of Blume and Klauke Roads
Rosenberg, Texas

Instructions To Bidders:

1. Sand and clay is located on existing waste disposal area approximately in the center of the 40 acre site.
2. Sand and clay is separated in rows.
3. Bidder to have one bid per cubic yard for each material.
4. The operator of the landfill, G. H. Hart, will load all trucks. Trucks to be furnished by bidder.
5. G. H. Hart will issue haul tickets from landfill site, giving one copy to driver and retaining one copy.
6. Trucks will enter and leave landfill by entrance gate near ticket office on Klauke Road and will get haul ticket per item 5 above.
7. The operator will load only one type of material each day. Bidder is to give one day's notice when changing types of material.
8. Bidder shall haul a minimum of 200 cubic yards per day.
9. Total availability: sand-150,000 cubic yards; clay-50,000 cubic yards.
10. All hauling will be done during normal landfill working hours Monday through Friday only.
11. All loading and hauling will cease on July 1, 1985.
12. Method of payment to G. H. Hart will be on a prepaid basis or F.O.B. source.
13. Please give approximate date of start: Two Weeks
14. Adequate insurance will be required by bidder. If bid is accepted, a suitable contract will be executed with the successful bidder.
15. BID PRICE PER CUBIC YARD - SAND $.75
16. BID PRICE PER CUBIC YARD - CLAY $.50

==========

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and to waive all informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

==========

Bidder; G.H.Hart Co.

Date: 2/4/85

00294

(22)

0026

DEPARTMENT: Road & Bridge Precinct #4

PERSON MAKING REQUEST: Commissioner Bob Lutts

BID DATE: January 7, 1985

BID AWARDED TO: Brazos Equipment Sales

DESCRIPTION & DOLLAR AMOUNT FOR EACH ITEM

ITEM	AMOUNT
1. Rubber tire tractor Hesston 80-66	$10,194.45
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

TOTAL AMOUNT: $ 10,194.45

#20

294 A

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of February, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Phoenix Petroleum Company dated February 20, 1985, permit no. 80638 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Prussley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kozlow
Deputy

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

mailed back

294 B

Appl. # 80638

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

(2) Bond

Perpetual bond currently posted

-or-

Performance bond submitted in the amount of

Note: Letter of Credit @ $30,000.00

Stanley J Kucherka

294e

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

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 2

PERMIT NO. 80638

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
DIRECTION FOR ALL THREE (3) CROSSINGS ARE TAKEN FROM THE INTERESECTION OF ALTIMORE ROAD AND FARM TO MARKET ROAD 1236						
#1 Fairchild Creek II B-10	N 61 degrees W 2,275 feet	25 feet	(SEE GENERAL DESCRIPTION)			
#2 Fairchild Creek II B-10	N 51 degrees W 2,700 feet	25 feet				
#3 Fairchild Creek II B-10	N 46 degrees W 3,700 feet	25 feet				

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

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

General Description

2 7/8" Gas Pipeline to be laid at a depth of three (3) feet below the bottom of the ditch

The creek will be dammed and the pipeline centerline will be ditched, the pipeline laid and the ditch will be filled in.

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

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

NOTICE

Written notice required 48 hours in advance of construction.

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

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

COMPANY NAME: PHOENIX PETROLEUM COMPANY

AGENT and/or OWNER (accessible 24 hrs/day, 7 days/week:

David L. Wood
(Signature)

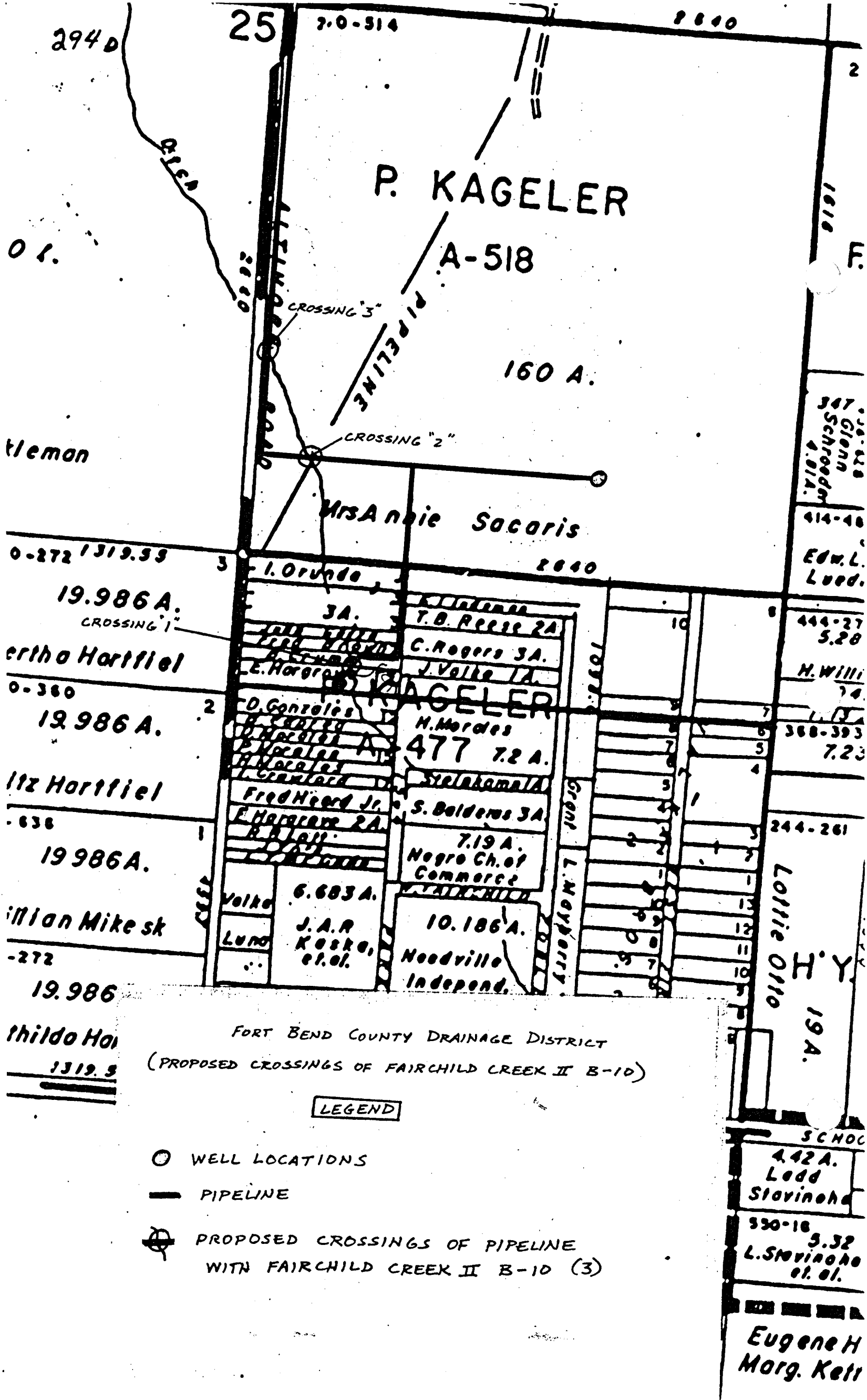
NAME & TITLE David L. Wood, agent
(Please Print)

DATE: 2-20-85

ADDRESS 9900 Westpark, Suite 286
(Street/P.O. Box)

Houston, Texas 77063
City State Zip

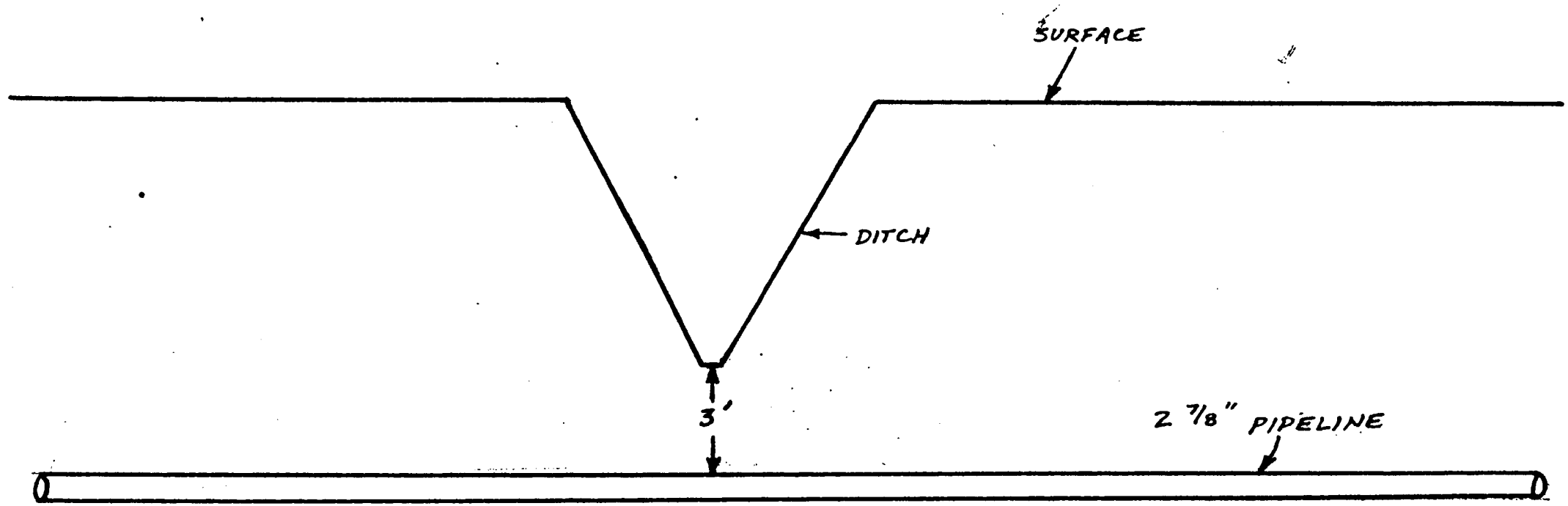
TELEPHONE NO: 713/266-8536


25
294 D
P. KAGELER
A-518
160 A.
CROSSING "3"
CROSSING "2"
CROSSING "1"
PIPELINE
Mrs Annie Socaris
19.986 A.
Bertha Hartfiel
19.986 A.
Hartfiel
19.986 A.
Lillian Mikesk
19.986
Mathilda Ho
1319.5
I. Orunda
3A.
T.B. Reese 2A
C. Rogers 3A.
J. Volke 1A.
P. KAGELER
H. Morales
477 7.2 A.
Steinkamp 1A
S. Balderas 3A
7.19 A.
Negro Ch. of Commerce
10.186 A.
Needville Independ.
6.683 A.
J.A.R Kaska, et. al.
Fred Heard Jr.
E. Hargrave 2A
Volke
Luna
Grant
L. Mayberry
Lottie Otto
19 A.
4.42 A.
Ladd Stavinoha
5.32
L. Stavinoha et. al.
Eugene H
Marg. Ket
FORT BEND COUNTY DRAINAGE DISTRICT
(PROPOSED CROSSINGS OF FAIRCHILD CREEK II B-10)
LEGEND
WELL LOCATIONS
PIPELINE
PROPOSED CROSSINGS OF PIPELINE WITH FAIRCHILD CREEK II B-10 (3)

294E

FORT BEND COUNTY DRAINAGE DISTRICT

(PROFILE OF FAIRCHILD CREEK II B-10 WITH UNDERGROUND PIPELINE)



CCM 24
00295

EARNEST MONEY CONTRACT—COMMERCIAL UNIMPROVED PROPERTY 0026

THIS CONTRACT FORM HAS BEEN PREPARED FOR USE BY MEMBERS OF THE HOUSTON BOARD OF REALTORS, BY ITS LEGAL COUNSEL, AN ATTORNEY AT LAW LICENSED IN TEXAS, AND APPROVED FOR USE IN A TRANSACTION INVOLVING THE SALE OF COMMERCIAL UNIMPROVED PROPERTY. THIS FORM HAS NOT BEEN DRAFTED FOR A SPECIFIC TRANSACTION, THEREFORE, **THE PARTIES ARE ADVISED TO CONSULT THEIR ATTORNEYS BEFORE SIGNING.**

1. PARTIES: Gertrude Calloway, Independent Executrix of ~~the Estate of Roland Adolph Kelm, Deceased~~ (Seller) agrees to sell and convey to Fort Bend County, Texas (Buyer) and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: A tract of land situated in Fort Bend County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto hereinafter collectively called "Property," described as follows and/or as set out on Exhibit "A" attached hereto and incorporated herein:

A 47 acre tract of land, more or less, out of a 62.10 acre tract of land, more or less, in the Henry Scott League, Abstract 83, Fort Bend County, Texas being a tract of property fronting on Klaukie Road south and Seaborne Creek on the north. Attached hereto and made a part hereof for all purposes is Exhibit "A", a map of the above described property.

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit.

3. CONTRACT SALES PRICE:
   - A. Cash payable at closing ..... $ 399,500.00
   - B. Sums of all notes described in Paragraph 4 below ..... $ -0-
   - C. Sales Price (Sum of A and B) ..... $ 399,500.00
   - D. Check applicable box for determination of Sales Price:

☐ (1) The sales price shall not be based upon the number of acres/square feet comprising the Property as determined by the survey.

XX (2) If the survey of the Property required by Paragraph 19 reflects that the number of total (XXX) acres ( ) square feet comprising the Property is more or less than 47.0 (XXXXX) total acres or ( ) total square feet ("Total Area"), the Sales Price and the cash payable at closing shall be increased or reduced by the product of $ 8500.00 multiplied by the amount of increase or decrease of the total area.

☐ (3) If the survey of the Property required by Paragraph 19 reflects that the number of net ( ) acres ( ) square feet comprising the Property is more or less than _____ ( ) net acres or ( ) net square feet ("Net Area"), the Sales Price and the cash payable at closing shall be increased or reduced by the product of $_____ multiplied by the amount of increase or decrease of the net area.

4. FINANCING:

☐ A. SUBJECT TO: Buyer takes subject to, and does not assume payment of, the unpaid balance of that promissory note to _____ dated _____, and does not assume those obligations imposed by the Deed of Trust recorded in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The principal balance at closing will be $_____, allowing for an agreed $_____ variance. The cash payable at closing shall be adjusted for the amount of such variance. Should this not be acceptable to the note holder, or if the variance exceeds the amount above, or should the terms of the note or deed of trust or interest rate be modified, or should Buyer be required to pay a transfer fee in excess of $_____, this Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.

☐ B. ASSUMPTION: Buyer shall assume the unpaid balance of that promissory note payable to _____ dated _____, and those obligations imposed by the Deed of Trust recorded in Volume _____, Page _____ of the Deed of Trust Records in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The assumed principal balance at closing will be $_____, allowing for an agreed $_____ variance. The cash payable at closing shall be adjusted for the amount of such variance. Buyer shall apply for assumption approval within _____ days from the effective date hereof and shall make every reasonable effort to obtain the same. If the variance exceeds the above amount, or the existing interest rate is increased above _____%, or Buyer is required to pay an assumption fee in excess of $_____ _____, or assumption approval cannot be obtained within _____ days from the effective date hereof, this Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.

☐ C. THIRD PARTY FINANCING: This Contract is subject to approval of a loan for Buyer by a third party in the amount of $_____ payable in _____ installments for not less than _____ years with the interest rate not to exceed _____% per annum, and with each principal and interest installment not to exceed $_____, ☐ including interest ☐ plus interest. Buyer shall apply for the loan within _____ days from the effective date hereof and shall make every reasonable effort to obtain approval. If the loan has not been approved within _____ days from the effective date hereof, this Contract shall terminate and the Earnest Money shall be refunded to Buyer.

☐ D. SELLER FINANCING: Buyer shall execute a promissory note to Seller in the principal sum of $_____, bearing _____% interest per annum, and payable: (Check 1, 2, 3 and/or 4 below)

☐ (1) In full on the _____ day of _____, 19_____, with accrued interest being due and payable _____

☐ (2) In ☐ monthly ☐ annual ☐ other: _____ installments of $_____, ☐ including interest ☐ plus interest each, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, when the entire amount of principal and interest then remaining unpaid, shall be then due and payable.

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☐ (3) Interest only in ☐ monthly ☐ annual ☐ other: _____ installments of $_____ each, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, and thereafter in ☐ monthly ☐ annual ☐ other: _____ installments of $_____, ☐ including interest ☐ plus interest, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, when the entire amount of principal and interest then remaining unpaid shall be due and payable.

☐ (4) The Note shall provide for no personal or corporate liability in the event of a default, it being understood that the holder of the Note may look only to the security provided by the Deed of Trust and retained vendor's lien to enforce the payment of the indebtedness.

Any Seller financed note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied toward the payment of the installments of principal last maturing, but interest shall immediately cease upon amount of principal prepaid. The lien securing payment of such note will be inferior to any lien securing any loan assumed, taken subject to or given in connection with third party financing. Each note herein provided shall be secured by Vendor's and Deed of Trust liens. A Vendor's Lien and Deed of Trust to secure any assumption, or Buyer's performance if taken subject to, shall be required, which lien shall be automatically released on execution and delivery of a release by noteholder. In case of dispute as to the form of the Deed, Note(s), or Deed of Trust(s), forms prepared by the State Bar of Texas shall be used. Each note herein provided shall contain provision for acceleration of maturity in the event of default and for the payment of reasonable attorney's fees if the note is placed in the hands of an attorney for collection.

EARNEST MONEY: $ 5000.00 is herewith tendered and is to be deposited as Earnest Money with Rosenberg Abstract Company as Escrow Agent, XXXXXXXXXXXXXXXXXXXXXXXX upon execution of the Contract by both parties.

CLOSING: The closing of the sale (the "Closing Date") shall be on or before March 31, 19 85, or within seven (7) days after objections to title have been cured, whichever date is later.

A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by Rosenberg Abstract Company _____ in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, provided, however:

(a) the exception as to area and boundaries XXshall not be deleted ☐ shall be deleted except for "any shortages in area" and if deleted, such deletion shall be an expense of _____;

(b) the exception as to restrictive covenants shall be endorsed "None of Record";

(c) the exception as to taxes shall be limited to taxes for the current year and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Execute all other necessary documents to close this transaction.

B. At the closing, Buyer shall perform the following:

(1) Pay the cash portion of the Sales Price;

(2) Execute the note(s) and deed(s) of trust provided for herein;

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Furnish to Seller and/or Third Party Lender, at Buyer's expense, a mortgagee's policy issued by title company for the deed(s) of trust herein;

(5) Execute all other necessary documents to close this transaction.

FEASIBILITY STUDY: Buyer ☐ is XXis not granted the right to conduct an engineering, and/or market and econimic feasibility study ("Feasibility Study") of the Property. In the event Buyer is granted such right, Buyer shall have _____ days from the effective date hereof to perform such study, and in this regard, Buyer or his designated agents may enter upon the Property for purposes of such analysis, core drilling, or other tests and inspections which may be deemed necessary by Buyer. If Buyer determines, in his sole judgment, that the Property is not suitable for any reason for Buyer's intended use or purpose, then Buyer may, on written notice to Seller on or before _____ days from the effective date hereof, terminate this agreement, and it shall be null and void for all purposes and the Earnest Money shall be returned to Buyer. If the written notice is not given to Seller within such period, this condition and any and all objections with respect to the Feasibility Study shall be deemed to have been waived by Buyer for all purposes. In the event this Contract shall not close, through no fault of Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer, and shall provide Seller with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies.

BROKER'S FEE: Wehring Properties, Inc Listing Broker (5 %) and _____ Co-Broker (____.%) (collectively the "Broker"), as Buyer, has negotiated this sale and Seller agrees to pay Broker in Harris County, Texas, on consummation of this sale or on Seller's default (unless otherwise provided herein) a total cash fee of FIVE PERCENT of the total Sales Price, which Escrow Agent shall pay from the sales proceeds.

POSSESSION: The possession of the Property shall be delivered to Buyer at funding.

SPECIAL PROVISIONS:

Anything herein ti the contrary notwithstanding, the property will be conveyed subject to the matters as shown on Exhibit "B".

See attached Exhibit "C" for mineral reservation.

Notice is given that one of the present beneficial owners of the property is the estate of Margine Klingle Pustka, deceased wife of Commissioner Johnnie Pustka.

(Insert factual statements and business details applicable to this sale.)

11. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

A. SELLER'S EXPENSES: All costs of releasing existing loans and recording the releases; Owner's Title Policy; survey; tax statements; 1/2 of any escrow fee; preparation of Deed; other expenses stipulated to be paid by Seller under other provisions of this Contract.

B. BUYER'S EXPENSES: All expenses incident to any loan (e.g., loan procurement fees, preparation of Note, Deed of Trust, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any escrow fee; copies of restrictions, easements, reservations, or conditions affecting the Property; and expenses stipulated to be paid by Buyer under other provisions of this Contract.

12. PRORATIONS: Insurance (at Buyer's option), interest on any assumed or subject to debt, assessments, current taxes, and any rents and maintenance fees shall be prorated to the date of closing. If ad valorem taxes for the year in which the sale is closed are not available on the Closing Date, proration of taxes shall be made on the basis of taxes assessed in the previous year, with a subsequent cash adjustment of such proration to be made between Seller and Buyer, if necessary, when actual tax figures are available. If Buyer is assuming payment of or taking subject to any existing loan on the Property, all reserve deposits for the payment of taxes, insurance premiums, or other charges shall be transferred to Buyer by Seller and Buyer shall pay to Seller the amount of such reserve deposits.

13. TITLE APPROVAL: Seller shall deliver to Buyer within twenty (20) days from the date of this Contract a Commitment for Title Insurance (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in such Commitment or survey, Buyer shall have fourteen (14) days after receipt of such instruments to make written objections to Seller. If Buyer or a third party lender makes such objections or if objections are disclosed in the Commitment, survey, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended, if necessary. If the objections are not satisfied by the extended Closing Date, this Contract shall terminate and the Earnest Money refunded to Buyer, unless Buyer elects to waive the unsatisfied objections and complete the purchase.

14. DEFAULT: If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this Contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment of Broker's services. If Seller fails to comply herewith, Buyer may (i) terminate this Contract and receive the Earnest Money, thereby releasing Seller from this Contract, (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default, and Seller elects to enforce specific performance, the Broker's fee is payable only if the and when Seller collects damages for such default by suit, compromise, settlement, or otherwise. Notwithstanding the above, accrued interest, if any, on the Earnest Money shall be paid to Buyer.

15. ATTORNEY'S FEES: Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

16. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or non-performance of any party and (ii) has the right to require the written release of Escrow Agent, the termination of this Contract, and the authorization from all parties to disburse the Earnest Money. At closing, Earnest Money and accrued interest shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. In preparation for closing, the Escrow Agent or Broker may incur actual expenses on behalf of Seller or Buyer; therefore, any refund or payment of the Earnest Money under this contract shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and the Escrow Agent will pay the same to the creditors entitled thereto. To the extent that the Seller's share of the Earnest Money is insufficient to pay such expenses, the same will be deducted from the Broker's share of the Earnest Money.

17. REPRESENTATIONS: Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of closing date and such representations and warranties shall survive closing:

A. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

B. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;

C. Seller is the fee simple owner of the title to the Property and is duly authorized and empowered to sell said Property;

D. Seller has paid, through the current year, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property;

E. The Property is not in a flood plain or water district, except as follows: ~~Any flood classification that may~~ apply to Seabourne Creek.;

F. All loan(s) assumed or taken subject to will not be in default;

G. There will be no unrecorded liens or Uniform Commercial Code liens against any of the Property which will not be satisfied out of the Sales Price;

H. Seller knows of no existing condition with respect to the Property or its operation which violates any government code or regulation;

I. Seller has no knowledge that the Property is subject to any surface or sub-surface ground faults;

J. The Property is not being used and Seller has no knowledge that it has ever been used for the storage or disposal of any hazardous or toxic materials;

K. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access from the Property to any presently existing highways and/or roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

L. Seller shall not further encumber, or allow the encumbrance of, the title to the Property, or modify the terms or conditions of any existing encumbrances, if any, without the written consent of Buyer.

If any representation above is untrue, this Contract may be terminated by Buyer and Earnest Money shall be refunded to Buyer, excluding (D), (F) and (G) which shall be remedied by Seller prior to closing.

18. USE OR PROPERTY: Seller XX has ☐ has not claimed the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the Property, and if so, Seller represents that he was legally entitled to claim such benefits. If Seller claimed such benefit and after the purchase is closed, Buyer changes the use of the Property and the same results in the assessment of additional taxes, such additional taxes will be the obligation of the XXXX The representation herein shall survive closing.
Seller.

19. PROPERTY SURVEY: Within 30 days from effective date hereof Buyer, at Buyer's sole cost and expense, shall cause to be delivered to Buyer a current plat or survey of the Property, prepared by a surveyor acceptable to the parties and the Title Company closing this transaction. The survey shall certify to the Buyer and Title Company that: (i) the survey was made and staked on the ground; (ii) the plat shows the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other waterways, fences, easements, and rights-of-way on or adjacent to the Property, if any; (iii) there are no visible discrepancies, conflicts, or encroachments except as shown on the survey plat; (iv) [illegible] and (v) the survey plat is a true, correct, and accurate representation of the Property; (vi) the survey sets forth the number of total acres/square feet (whichever is applicable) [illegible] together with a metes and bounds description thereof. [illegible] All easements and rights-of-way shall be referenced to the recording information applicable to the documents creating such easements or rights-of-way which have been recorded with the County Clerk of the County in which the Property is located. The survey shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes.

20. CONDEMNATION: If any part of the Property is condemned prior to Closing Date, Seller shall promptly give Buyer written notice of such condemnation and Buyer shall have the option of either applying the proceeds of any condemnation award to reduce the Sales Price provided herein or declare this Contract terminated by delivering written notice of termination to Seller and Earnest Money shall be refunded to Buyer with no Broker's fee due.

21. MISCELLANEOUS:

A. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or sent by United State mail, postage prepaid, certified mail, return receipt requested, adressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

C. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

D. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, and 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.

E. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

F. Time is of the essence of this Contract.

G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

H. In accordance with the requirements of the Texas Real Estate License Act, Buyer is hereby advised by Broker: (1) that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by any attorney of its own selection, and (2) that unless otherwise agreed to in writing by the parties hereto, Broker and Co-Broker are being paid by Seller and are representing Seller in this transaction.

22. ASSIGNMENT:

☐ A. Buyer may not assign this contract.

☐ B. Buyer may assign this Contract and all rights hereunder and shall be relieved of any future liability under this Contract provided the assignee shall assume in writing all the obligations of Buyer hereunder.

23. TERMINATION OF OFFER: Unless accepted by Seller, as evidenced by Seller's signature hereto and delivered to Buyer by 5:00 P.M., the _____ day of _____, 19_____, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

24. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. **READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING.** The Broker cannot give you legal advice — only factual and business details concerning land and improvements.

EXECUTED in multiple originals effective the _____ day of February, 19 85. (Fill in date last party signs.)
ALL APPLICABLE BOXES SHALL BE CHECKED BY THE PARTIES.

Wallace I. Wehring, Broker 128186
Listing Broker License No.

By _____

Co-Broker License No.

By _____

Receipt of $ _____ Earnest Money is acknowledged in the form

of _____

Escrow Agent

By _____

_____
Seller

Gertrude Callaway
Seller Independent Executrix

Seller's Address Phone No.

Buyer

Julie E. Stanicka
Buyer

Buyer's Address Phone No.

EXHIBIT "A"

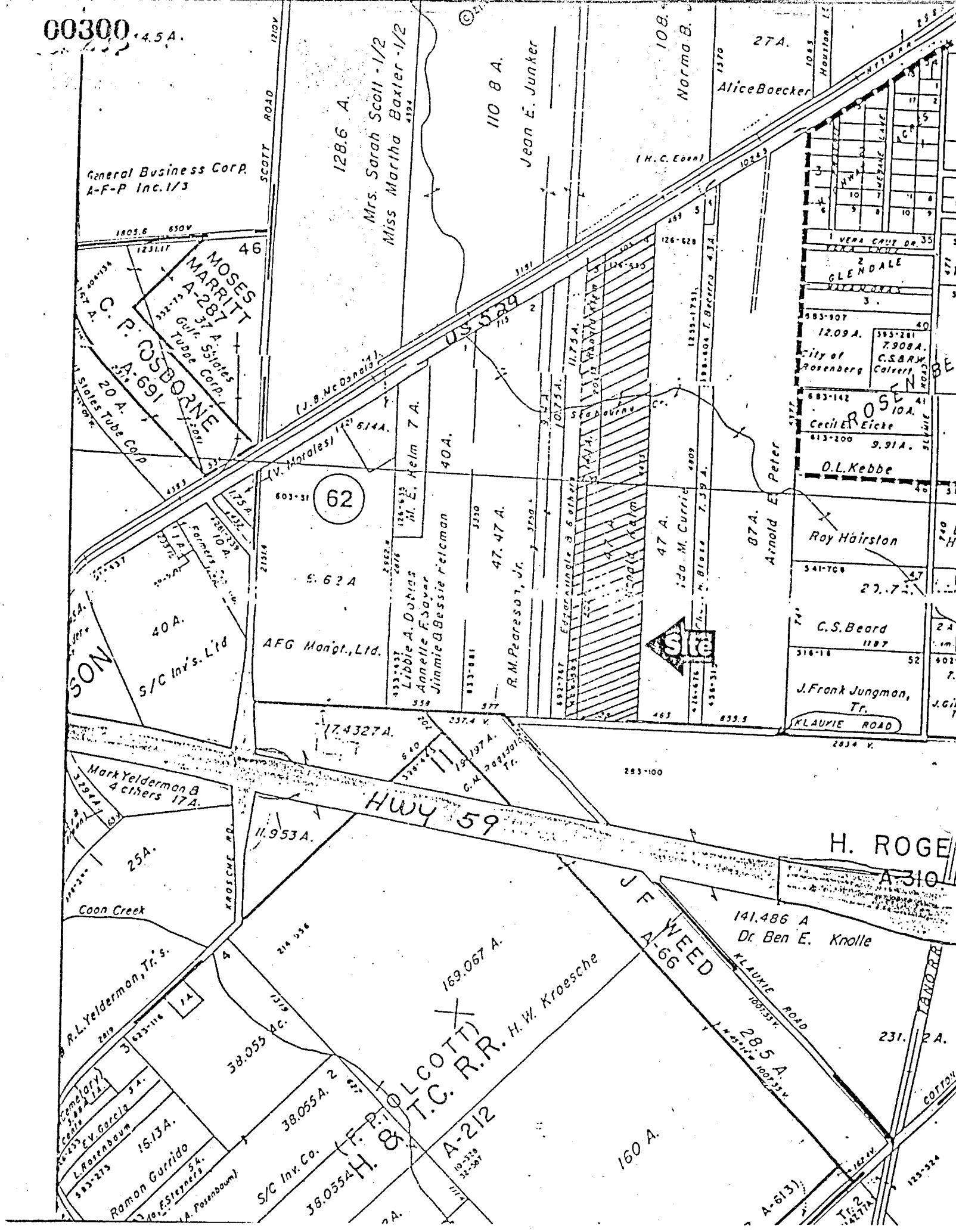
00300
General Business Corp.
A-F-P Inc. 1/3
SCOTT ROAD
128.6 A.
Mrs. Sarah Scott - 1/2
Miss Martha Baxter - 1/2
110 8 A.
Jean E. Junker
Norma B.
27 A.
Alice Boecker
(H. C. Eden)
MOSES MARRITT
A-287
37 A.
Gulf States Tube Corp.
C. P. OSBORNE
A-691
20 A.
States Tube Corp
46
US 529
(J. B. McDonald)
(V. Morales)
62
M. E. Kelm 7 A.
40 A.
47.47 A.
R. M. Pearson, Jr.
47 A.
Ida M. Currie
87 A.
Arnold E. Peter
Roy Hairston
C. S. Beard
J. Frank Jungman, Tr.
KLAUKIE ROAD
GLENDALE
12.09 A.
City of Rosenberg
7.908 A.
C.S.&R.W. Calvert
Cecil E. Eicke
9.91 A.
D. L. Kebbe
ROSENBE
Site
40 A.
S/C Inv's. Ltd
AFG Mangt., Ltd.
Libbie A. Dobins
Annette F. Sayer
Jimmie & Bessie Fetcman
17.4327 A.
Mark Yelderman & 4 others 17 A.
25 A.
Coon Creek
KROSCHE RD.
HWY 59
11.953 A.
H. ROGE
A-310
141.486 A
Dr. Ben E. Knolle
J F WEED
A-66
KLAUKIE ROAD
28.5 A.
169.067 A.
H. W. Kroesche
(F. P. OLCOTT)
H. & T.C. R.R.
A-212
160 A.
38.055 A.
38.055 A.
38.055 A.
R. L. Yelderman, Tr's.
Cemetery
E. V. Garcia
L. Rosenbaum
16.13 A.
Ramon Gurrido
S/C Inv. Co.
A-613)
231.2 A.
COTTONA
Tr. 2

EXHIBIT "B"

(1) Easement for Houston Lighting and Power Company power line across the premises.

(2) Any easement rights of others in and to the bed and banks of Seabourne Creek.

(3) Right-of-way for public road dated October 13, 1948, from Roland Kelm to County of Fort Bend, recorded in Vol. 278 at Page 622, Deed Records, describing a 30' strip along the South line of 47 acres.

(4) Right-of-way dated October 7, 1948, from A.G. Kelm to County of Fort Bend, recorded in Vol. 278 at Page 622, Deed Records, Fort Bend County, Texas, describing a 30' strip off the South end of 47 acres.

(5) Right-of-way to widen Highway 90 dated January 25, 1928, from M.E. Kelm et al to Fort Bend County, recorded in Vol. 146 at Page 367, Deed Records, Fort Bend County, Texas.

EXHIBIT "C"

Grantor SAVES, EXCEPTS and RESERVES from this conveyance unto herself, her heirs, administrators, successors and assigns, all of the oil, gas, coal, lignite, uranium and all other minerals, whether similar or dissimilar (the "Minerals"), in, on or under, or that may be produced from the above property, provided, however, Grantor, for herself, her heirs, administrators, successors and assigns, release, waive and relinquish all of Grantor's rights and interests in and to the use of the surface of the above property for exploring, drilling for, developing, producing, storing, processing, marketing and transporting the Minerals from the above property, subject to the further provision that such release, waiver and relinquishment shall not be construed as a waiver, release or relinquishment by Grantor of (i) any right, title or interest of Grantor in the Minerals in, on or under, or that may be produced from the above property or any portion thereof, except as to the use rights in the surface incident thereto expressly released, waived and relinquished above, or (ii) any right of Grantor to explore, drill for, develop and produce the Minerals from the above property without the use of the surface or any portion thereof through wells or mines at surface locations situated outside the above property, including, without limitation, directional wells drilled off the above property and under or through and bottomed beneath the above property, and entirely below the surface, and wells located off the above property in a pooled unit which includes the above property or a portion or portions thereof and other lands.

Provided, however, Fort Bend County reserves and maintains any and all rights to natural gas and gases produced on said property as a result of the same being used as a sanitary landfill.

EARNEST MONEY CONTRACT—COMMERCIAL UNIMPROVED PROPERTY 0026

THIS CONTRACT FORM HAS BEEN PREPARED FOR USE BY MEMBERS OF THE HOUSTON BOARD OF REALTORS, BY ITS LEGAL COUNSEL, AN ATTORNEY AT LAW LICENSED IN TEXAS, AND APPROVED FOR USE IN A TRANSACTION INVOLVING THE SALE OF COMMERCIAL UNIMPROVED PROPERTY. THIS FORM HAS NOT BEEN DRAFTED FOR A SPECIFIC TRANSACTION, THEREFORE, **THE PARTIES ARE ADVISED TO CONSULT THEIR ATTORNEYS BEFORE SIGNING.**

1. PARTIES: Edgar Klingle (1/8); heirs of Margine Klingle Pustka (1/8); Gertrude Klingle Callaway (1/8), Curtis Klingle (1/8); Darlene Klingle Oelschleger (1/8) and her husband, Delphine W. Oelschleger (2/8); and Laurie Ann Klingle (1/8) (Seller) agrees to sell and convey to County of Fort Bend (Buyer) and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: A tract of land situated in Fort Bend County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto hereinafter collectively called "Property," described as follows and/or as set out on Exhibit "A" attached hereto and incorporated herein:

11.75 acres of land out of the Henry Scott League, Abstract 83, Fort Bend County, Texas, said 11.75 acres being a part of Lot No. Three (3), out of a division of the Estates of Wilhelm Kelm and Mary Kelm, said Lot 3 being a 47 acre tract which is more fully described in deed from W.F. Kelm et al to A.G. Kelm, dated July 13, 1929, and recorded in Vol. 126, Page 631, Deed Records, Fort Bend County, Texas, said 11.75 acres being more particularly described on the attached Exhibit "A".

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit.

3. CONTRACT SALES PRICE:

A. Cash payable at closing ..... $ 105,750.00

B. Sums of all notes described in Paragraph 4 below ..... $ -0-

C. Sales Price (Sum of A and B) ..... $ 105,750.00

D. Check applicable box for determination of Sales Price:

☐ (1) The sales price shall not be based upon the number of acres/square feet comprising the Property as determined by the survey.

☒ (2) If the survey of the Property required by Paragraph 19 reflects that the number of total (X) acres ( ) square feet comprising the Property is more or less than 11.75 (X) total acres or ( ) total square feet ("Total Area"), the Sales Price and the cash payable at closing shall be increased or reduced by the product of $ 9,000.00 multiplied by the amount of increase or decrease of the total area.

☐ (3) If the survey of the Property required by Paragraph 19 reflects that the number of net ( ) acres ( ) square feet comprising the Property is more or less than _____ ( ) net acres or ( ) net square feet ("Net Area"), the Sales Price and the cash payable at closing shall be increased or reduced by the product of $_____ multiplied by the amount of increase or decrease of the net area.

4. FINANCING: THIS SECTION DOES NOT APPLY

☐ A. SUBJECT TO: Buyer takes subject to, and does not assume payment of, the unpaid balance of that promissory note to _____ _____ dated _____, and does not assume those obligations imposed by the Deed of Trust recorded in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The principal balance at closing will be $_____, allowing for an agreed $_____ variance. The cash payable at closing shall be adjusted for the amount of such variance. Should this not be acceptable to the note holder, or if the variance exceeds the amount above, or should the terms of the note or deed of trust or interest rate be modified, or should Buyer be required to pay a transfer fee in excess of $_____, this Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.

☐ B. ASSUMPTION: Buyer shall assume the unpaid balance of that promissory note payable to _____ _____ dated _____, and those obligations imposed by the Deed of Trust recorded in Volume _____, Page _____ of the Deed of Trust Records in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The assumed principal balance at closing will be $_____, allowing for an agreed $_____ variance. The cash payable at closing shall be adjusted for the amount of such variance. Buyer shall apply for assumption approval within _____ days from the effective date hereof and shall make every reasonable effort to obtain the same. If the variance exceeds the above amount, or the existing interest rate is increased above _____%, or Buyer is required to pay an assumption fee in excess of $_____ _____, or assumption approval cannot be obtained within _____ days from the effective date hereof, this Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.

☐ C. THIRD PARTY FINANCING: This Contract is subject to approval of a loan for Buyer by a third party in the amount of $_____ payable in _____ installments for not less than _____ years with the interest rate not to exceed _____% per annum, and with each principal and interest installment not to exceed $_____, ☐ including interest ☐ plus interest. Buyer shall apply for the loan within _____ days from the effective date hereof and shall make every reasonable effort to obtain approval. If the loan has not been approved within _____ days from the effective date hereof, this Contract shall terminate and the Earnest Money shall be refunded to Buyer.

☐ D. SELLER FINANCING: Buyer shall execute a promissory note to Seller in the principal sum of $_____, bearing _____% interest per annum, and payable: (Check 1, 2, 3 and/or 4 below)

☐ (1) In full on the _____ day of _____, 19_____, with accrued interest being due and payable _____ _____

☐ (2) In ☐ monthly ☐ annual ☐ other: _____ installments of $_____, ☐ including interest ☐ plus interest each, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, when the entire amount of principal and interest then remaining unpaid, shall be then due and payable.

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☐ (3) Interest only in ☐ monthly ☐ annual ☐ other: _____ installments of $_____ each, beginning on the _____ day of _____, 19____, and continuing regularly thereafter until the _____ day of _____, 19____, and thereafter in ☐ monthly ☐ annual ☐ other: _____ installments of $_____, ☐ including interest ☐ plus interest, beginning on the _____ day of _____, 19____, and continuing regularly thereafter until the _____ day of _____, 19____, when the entire amount of principal and interest then remaining unpaid shall be due and payable.

☐ (4) The Note shall provide for no personal or corporate liability in the event of a default, it being understood that the holder of the Note may look only to the security provided by the Deed of Trust and retained vendor's lien to enforce the payment of the indebtedness.

Any Seller financed note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied toward the payment of the installments of principal last maturing, but interest shall immediately cease upon amount of principal prepaid. The lien securing payment of such note will be inferior to any lien securing any loan assumed, taken subject to or given in connection with third party financing. Each note herein provided shall be secured by Vendor's and Deed of Trust liens. A Vendor's Lien and Deed of Trust to secure any assumption, or Buyer's performance if taken subject to, shall be required, which lien shall be automatically released on execution and delivery of a release by noteholder. In case of dispute as to the form of the Deed, Note(s), or Deed of Trust(s), forms prepared by the State Bar of Texas shall be used. Each note herein provided shall contain provision for acceleration of maturity in the event of default and for the payment of reasonable attorney's fees if the note is placed in the hands of an attorney for collection.

5. EARNEST MONEY: $ 2,000.00 is herewith tendered and is to be deposited as Earnest Money with Rosenberg Abstract Company as Escrow Agent, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ upon execution of the Contract by both parties.

6. CLOSING: The closing of the sale (the "Closing Date") shall be on or before March 31, 19 85, or within seven (7) days after objections to title have been cured, whichever date is later.

A. At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by Rosenberg Abstract Company _____ in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, provided, however:

(a) the exception as to area and boundaries ☒ shall not be deleted ☐ shall be deleted except for "any shortages in area" and if deleted, such deletion shall be an expense of _____;

(b) the exception as to restrictive covenants shall be endorsed "None of Record";

(c) the exception as to taxes shall be limited to taxes for the current year and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Execute all other necessary documents to close this transaction.

B. At the closing, Buyer shall perform the following:

(1) Pay the cash portion of the Sales Price;

(2) Execute the note(s) and deed(s) of trust provided for herein;

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Furnish to Seller and/or Third Party Lender, at Buyer's expense, a mortgagee's policy issued by title company for the deed(s) of trust herein;

(5) Execute all other necessary documents to close this transaction.

7. FEASIBILITY STUDY: Buyer ☐ is XX is not granted the right to conduct an engineering, and/or market and econimic feasibility study ("Feasibility Study") of the Property. In the event Buyer is granted such right, Buyer shall have _____ days from the effective date hereof to perform such study, and in this regard, Buyer or his designated agents may enter upon the Property for purposes of such analysis, core drilling, or other tests and inspections which may be deemed necessary by Buyer. If Buyer determines, in his sole judgment, that the Property is not suitable for any reason for Buyer's intended use or purpose, then Buyer may, on written notice to Seller on or before _____ days from the effective date hereof, terminate this agreement, and it shall be null and void for all purposes and the Earnest Money shall be returned to Buyer. If the written notice is not given to Seller within such period, this condition and any and all objections with respect to the Feasibility Study shall be deemed to have been waived by Buyer for all purposes. In the event this Contract shall not close, through no fault of Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer, and shall provide Seller with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies.

8. BROKER'S FEE: Wehring Properties, Inc. Listing Broker (5 %) and None Co-Broker (_____%) (collectively the "Broker"), as Broker, has negotiated this sale and Seller agrees to pay Broker in Harris County, Texas, on consummation of this sale or on Seller's default (unless otherwise provided herein) a total cash fee of 5% of the total Sales Price, which Escrow Agent shall pay from the sales proceeds.

9. POSSESSION: The possession of the Property shall be delivered to Buyer at funding.

10. SPECIAL PROVISIONS:

Anything herein to the contrary notwithstanding, the property will be conveyed subject to the matters as shown on Exhibit "B".

See attached Exhibit "C" for mineral reservation.

This contract is contingent upon the appointment of a personal representative to convey the interest of Edgar Klingle if he is found to be of unsound mind, and upon the appointment of a personal representative to convey the interest of any minor heir of Margine Klingle Pustka, deceased, and further contingent upon the agreement of said personal representative to make such conveyance.

Notice is given that one of the present beneficial owners of the property is the estate of Margine Klingle Pustka, deceased wife of commissioner Johnnie Pustka.

(Insert factual statements and business details applicable to this sale.)

11. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

A. SELLER'S EXPENSES: All costs of releasing existing loans and recording the releases; Owner's Title Policy; survey; tax statements; 1/2 of any escrow fee; preparation of Deed; other expenses stipulated to be paid by Seller under other provisions of this Contract.

B. BUYER'S EXPENSES: All expenses incident to any loan (e.g., loan procurement fees, preparation of Note, Deed of Trust, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any escrow fee; copies of restrictions, easements, reservations, or conditions affecting the Property; and expenses stipulated to be paid by Buyer under other provisions of this Contract.

12. PRORATIONS: Insurance (at Buyer's option), interest on any assumed or subject to debt, assessments, current taxes, and any rents and maintenance fees shall be prorated to the date of closing. If ad valorem taxes for the year in which the sale is closed are not available on the Closing Date, proration of taxes shall be made on the basis of taxes assessed in the previous year, with a subsequent cash adjustment of such proration to be made between Seller and Buyer, if necessary, when actual tax figures are available. If Buyer is assuming payment of or taking subject to any existing loan on the Property, all reserve deposits for the payment of taxes, insurance premiums, or other charges shall be transferred to Buyer by Seller and Buyer shall pay to Seller the amount of such reserve deposits.

13. TITLE APPROVAL: Seller shall deliver to Buyer within twenty (20) days from the date of this Contract a Commitment for Title Insurance (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in such Commitment or survey, Buyer shall have fourteen (14) days after receipt of such instruments to make written objections to Seller. If Buyer or a third party lender makes such objections or if objections are disclosed in the Commitment, survey, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended, if necessary. If the objections are not satisfied by the extended Closing Date, this Contract shall terminate and the Earnest Money refunded to Buyer, unless Buyer elects to waive the unsatisfied objections and complete the purchase.

14. DEFAULT: If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this Contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment of Broker's services. If Seller fails to comply herewith, Buyer may (i) terminate this Contract and receive the Earnest Money, thereby releasing Seller from this Contract, (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default, and Seller elects to enforce specific performance, the Broker's fee is payable only if the and when Seller collects damages for such default by suit, compromise, settlement, or otherwise. Notwithstanding the above, accrued interest, if any, on the Earnest Money shall be paid to Buyer.

15. ATTORNEY'S FEES: Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

16. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or non-performance of any party and (ii) has the right to require the written release of Escrow Agent, the termination of this Contract, and the authorization from all parties to disburse the Earnest Money. At closing, Earnest Money and accrued interest shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. In preparation for closing, the Escrow Agent or Broker may incur actual expenses on behalf of Seller or Buyer; therefore, any refund or payment of the Earnest Money under this contract shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and the Escrow Agent will pay the same to the creditors entitled thereto. To the extent that the Seller's share of the Earnest Money is insufficient to pay such expenses, the same will be deducted from the Broker's share of the Earnest Money.

17. REPRESENTATIONS: Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of closing date and such representations and warranties shall survive closing:

A. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

B. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;

C. Seller is the fee simple owner of the title to the Property and is duly authorized and empowered to sell said Property;

D. Seller has paid, through the current year, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property;

E. The Property is not in a flood plain or water district, except as follows: Any flood classification that may apply to the area along Seabourne Creek.;

F. All loan(s) assumed or taken subject to will not be in default;

G. There will be no unrecorded liens or Uniform Commercial Code liens against any of the Property which will not be satisfied out of the Sales Price;

H. Seller knows of no existing condition with respect to the Property or its operation which violates any government code or regulation;

I. Seller has no knowledge that the Property is subject to any surface or sub-surface ground faults;

J. The Property is not being used and Seller has no knowledge that it has ever been used for the storage or disposal of any hazardous or toxic materials;

K. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access from the Property to any presently existing highways and/or roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

L. Seller shall not further encumber, or allow the encumbrance of, the title to the Property, or modify the terms or conditions of any existing encumbrances, if any, without the written consent of Buyer.

If any representation above is untrue, this Contract may be terminated by Buyer and Earnest Money shall be refunded to Buyer, excluding (D), (F) and (G) which shall be remedied by Seller prior to closing.

18. USE OF PROPERTY: Seller ☒ has ☐ has not claimed the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the Property, and if so, Seller represents that he was legally entitled to claim such benefits. If Seller claimed such benefit and after the purchase is closed, Buyer changes the use of the Property and the same results in the assessment of additional taxes, such additional taxes will be the obligation of the ~~Buyer~~ Seller. The representation herein shall survive closing.

19. PROPERTY SURVEY: Within 30 days from effective date hereof, ~~Seller~~ Buyer at ~~Seller's~~ Buyer's sole cost and expense, shall cause to be delivered to Buyer a current plat or survey of the Property, prepared by a surveyor acceptable to the parties and the Title Company closing this transaction. The survey shall certify to the Buyer and Title Company that: (i) the survey was made and staked on the ground; (ii) the plat shows the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other waterways, fences, easements, and rights-of-way on or adjacent to the Property, if any; (iii) there are no visible discrepancies, conflicts, or encroachments except as shown on the survey plat; (iv) ~~the property description set forth in the survey is the same as the property description in Seller's deed into Seller and~~ (v) the survey plat is a true, correct, and accurate representation of the Property; (vi) the survey sets forth the number of total acres/square feet (whichever is applicable) ~~of the Property~~ and a metes and bounds description thereof. ~~The survey shall be certified by the surveyor and shall be dated subsequent to the date of this Contract.~~ All easements and rights-of-way shall be referenced to the recording information applicable to the documents creating such easements or rights-of-way which have been recorded with the County Clerk of the County in which the Property is located. The survey shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes.

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20. CONDEMNATION: If any part of the Property is condemned prior to Closing Date, Seller shall promptly give Buyer written notice of such condemnation and Buyer shall have the option of either applying the proceeds of any condemnation award to reduce the Sales Price provided herein or declare this Contract terminated by delivering written notice of termination to Seller and Earnest Money shall be refunded to Buyer with no Broker's fee due.

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21. MISCELLANEOUS:

A. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or sent by United State mail, postage prepaid, certified mail, return receipt requested, adressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

C. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

D. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, and 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.

E. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

F. Time is of the essence of this Contract.

G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

H. In accordance with the requirements of the Texas Real Estate License Act, Buyer is hereby advised by Broker: (1) that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by any attorney of its own selection, and (2) that unless otherwise agreed to in writing by the parties hereto, Broker and Co-Broker are being paid by Seller and are representing Seller in this transaction.

22. ASSIGNMENT:

☒ A. Buyer may not assign this contract.

☐ B. Buyer may assign this Contract and all rights hereunder and shall be relieved of any future liability under this Contract provided the assignee shall assume in writing all the obligations of Buyer hereunder.

23. TERMINATION OF OFFER: Unless accepted by Seller, as evidenced by Seller's signature hereto and delivered to Buyer by 5:00 P.M., the _____ day of _____, 19_____, this offer to purchase shall be null and void and all parties hereto shall stand relieved and released of any and all liability or obligations hereunder and all Earnest Money shall be returned to Buyer.

24. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. **READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING.** The Broker cannot give you legal advice — only factual and business details concerning land and improvements.

EXECUTED in multiple originals effective the _____ day of _____, 19 85. (Fill in date last party signs.)
ALL APPLICABLE BOXES SHALL BE CHECKED BY THE PARTIES.

WEHRING PROPERTIES, INC.
Listing Broker License No.

By _____

Co-Broker License No.

By _____

Receipt of $ _____ Earnest Money is acknowledged in the form

of _____

Escrow Agent

By _____

Gertrude Klingle Callaway
Seller

Laura Ann Klingle Jakubik
Seller

Darlene Klingle Oelschlegel
Seller

Seller's Address Phone No.

COUNTY OF FORT BEND
Buyer

By: John E. Stevens
Buyer

Buyer's Address Phone No.

Delphine W. Oelschlegel

EXHIBIT "A"

Being 11.75 acres of land out of Henry Scott League, Abstract 83, Fort Bend County, Texas, said 11.75 acres being a part of Lot No. Three (3) out of a division of the Estates of Wilhelm Kelm and Mary Kelm, said Lot 3 being a 47 acre tract which is more fully described in deed from W. F. Kelm, et al, to A. O. Kelm, dated July 13, 1929, and recorded in Vol. 126, page 631, of the Deed Records of Fort Bend County, Texas, said 11.75 acre tract being described by metes and bounds as follows, to-wit;

For connection begin at an iron pipe found at a concrete monument on the centerline of Klaukie Road (60 feet wide) marking the Southeast corner of said Lot 3 and the Southwest corner of Lot 4 of same division; THENCE, North 89° 03' 30" West, 100.75 feet along said road to a point for the Southeast corner of and place of beginning for this tract;

THENCE, North 89° 03' 30" West, 128.96 feet along said road to a point for the Southwest corner of this tract;

THENCE, North 00° 56' 30" East, at 30 feet pass an iron pipe in the North line of said road, in all 3925.25 feet to an iron pipe set in the Southeast line of U. S. Highway No. 59 for Northwest corner of this tract;

THENCE, North 56°10' East, 157.0 feet along the Southeast line of said Highway to an iron pipe set for the Northeast corner of this tract;

THENCE, South 00° 56' 30" West, along the West line of a 14.10 acre tract, at 3984.80 feet pass an iron pipe set in the North line of Klaukie Road, in all 4014.80 feet to the place of beginning and containing 11.75 acres of land.

EXHIBIT "B"

(1) Easement over the South 30' for a county road as described in easement dated October 7, 1948, from A.G. Kelm to County of Fort Bend recorded in Vol. 278 at Page 622, Deed Records, Fort Bend County, Texas.

(2) Any easement rights of others in and to the bed and banks of Seabourne Creek.

(3) Easement for existing line to Houston Lighting & Power Company across said property.

EXHIBIT "C"

Grantors SAVE, EXCEPT and RESERVE from this conveyance unto themselves, their heirs, administrators, successors and assigns, all of the oil, gas, coal, lignite, uranium and all other minerals, whether similar or dissimilar (the "Minerals"), in, on or under, or that may be produced from the above property, provided, however, Grantors, for themselves, their heirs, administrators, successors and assigns, release, waive and relinquishe all of Grantors' rights and interests in and to the use of the surface of the above property for exploring, drilling for, developing, producing, storing, processing, marketing and transporting the Minerals from the above property, subject to the further provision that such release, waiver and relinquishment shall not be construed as a waiver, release or relinquishment by Grantors of (i) any right, title or interest of Grantors in the Minerals in, on or under, or that may be produced from the above property or any portion thereof, except as to the use rights in the surface incident thereto expressly released, waived and relinquished above, or (ii) any right of Grantors to explore, drill for, develop and produce the Minerals from the above property without the use of the surface or any portion thereof through wells or mines at surface locations situated outside the above property, including, without limitation, directional wells drilled off the above property and under or through and bottomed beneath the above property, and entirely below the surface, and wells located off the above property in a pooled unit which includes the above property or a portion or portions thereof and other lands.

Provided, however, Fort Bend County reserves and maintains any and all rights to natural gas and gases produced on said property as a result of the same being used as a sanitary land fill.

25. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING:(1) 1982 CHAMPION 710A MOTOR GRADER FOR SALE, AND (2) COMPUTER HARDWARE FOR THE SHERIFF'S DEPARTMENT:

Open bids for 1982 Champion 710A motor grader for sale:

No bids received.

Open bids for computer hardware for the Sheriff's Department:

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

A. IBM

B. Memorex

26. 1:30 P.M. - APPROVE PLAT FOR TARGET/WILLIAMS TRACE TWO IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley absent for vote it is ordered to approve plat for Target/Williams Trace Two in Precinct 4. Plat and Tax Statement were presented to the court. (Recorded in minutes in full)

27. ADJOURNMENT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley absent for vote, it is ordered that Commissioners' Court be adjourned at 2:00 p.m. Monday, February 25, 1985.

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 4, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 25, 1985.
2. Approve changes in Depository Pledge Contracts.
3. Approve line item transfers in budgets.
4. Consider approval of reserve deputies for Sheriff's Department.
5. Mr. Hayes Horn, Attorney-at-Law, re: consideration of proposed bill by joint committee to create County Court-At-Law No. 2 with additional jurisdictional responsibilities for County Courts.
6. Constable W. C. Tood, re: approve new office location for Precinct 2 Constable.
7. Approve resolution in support of legislation for prison system right-of-way to extend Plantation Drive to Harlem Rd. in Precinct 4.
8. Approve "Hold Harmless Agreement" release clause from Republic National Life Ins. for release of reserve funds.
9. Approve additional switchboard operator and consider transferring switchboard operations to a separate budget.
10. Approve additional mechanic for Vehicle Maintenance Dept.
11. Consider approval of interlocal agreements between Fort Bend County and Cities and School District(s) within Fort Bend County.
12. Accept and rebudget checks into property & equipment line item, District Attorney's budget.
13. File Annual Salary Report for 1985.
14. Consider approval of pay estimate #1 to Hanna Construction Co. in the amount of $51,750 for Greenbusch Rd. and Willow Fork of the Buffalo Bayou Bridge.
15. Accept Clodine-Reddick Road from FM-1464 to Beechnut into the County Road Maintenance System in Precinct 3.
16. Approve plat for Providence Shopping Center in Precinct 3.
17. Consider application from Lexington Development Co. to lay water line crossing Sartartia Road in Precinct 4.
18. Consider proposal by U.S. Corps of Engineers to lease land to Fort Bend County which is adjacent to Barker Reservoir to be used for park purpose:
19. Consider purchase of full-size automobile from bids previously opened December 10, 1984.
20. 1:30 p.m. - Open bids for one 1/2-ton pickup truck, heavy duty, longbed.
21. 1:45 p.m. - Drainage District Board will convene. (Separate agenda filed)
22. Approve bills.
23. Recess until 2:00 P.M. WEDNESDAY, MARCH 6, 1985 to open bids for the ceramic tile work and site work at the Fort Bend County Library, located in Richmond, Texas.
24. Adjournment.

FILED FOR RECORD
NO. TIME 3:00 PM
FEB 28 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 28, 1985 at 3:10 p.m. by N. Lindsey.

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AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 4, 1985
1:45 o"CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, March 4, 1985 at 1:45 p.m. to consider the following:

1. Consider acceptance of right-of-way for the realignment of Dry Creek.

2. Adjournment.

FILED FOR RECORD
TIME 3:10 PM
FEB 28 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above notice was posted at the Courthouse bulletin board and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 28, 1985 at 3:10 p.m. by N. Lyadry.

SPECIAL SESSION

BE IT REMEMBERED That on this 4TH day of March, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF FEBRUARY 25, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of February 25, 1985 be approved.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. CONSIDER APPROVAL OF RESERVE DEPUTIES FOR SHERIFF'S DEPARTMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve the following as reserved deputies in Sheriff's Department: (Recorded in minutes in full)

Issac Molho
Donald Richter
Barry LeBlanc

5. MR. HAYES HORN, ATTORNEY-AT-LAW, RE: CONSIDERATION OF PROPOSED BILL BY JOINT COMMITTEE TO CREATE COUNTY COURT-AT-LAW NO. 2 WITH ADDITIONAL JURISDICTIONAL RESPONSIBILITIES FOR COUNTY COURTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to delete Sec.3 (f) line 21-25 from proposed bill and change to "compensation for each county court-at-law judge shall be set by Commissioners' Court of Fort Bend County".

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to delete Sec.4 (b) line 5 from proposed bill and change to "compensation for county court-at-law court reporter shall be set by Commissioners Court of Fort Bend County".

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Judge Stavinoha voting yes, it is ordered to approve resolution and proposed bill with deletions and corrections for creation of County Court-at-Law No. 2. (Recorded in minutes in full)

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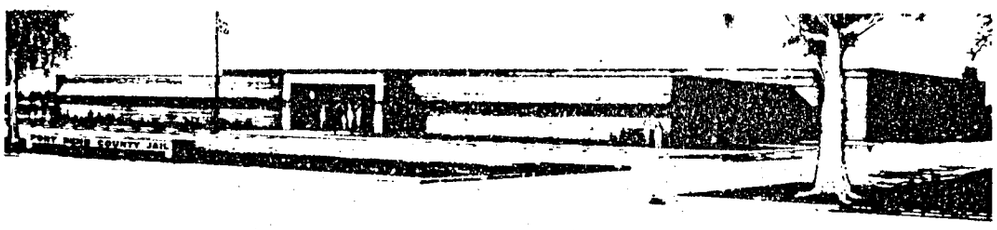
STATE OF TEXAS COUNTY OF FORT BEND

P.O. Box 40

713/342-6116

(4)



GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 25, 1985

Honorable Jodie E. Stavinoha, County Judge
and Commissioners Court
Courthouse Annex
Richmond, Texas 77469

Gentlemen:

Per Mr. Selleh's request of February 25, 1985, I am forwarding the following information to you.

Sincerely,

Gus George, Sheriff
Fort Bend County

GG:lbm

SHERIFF RESERVE
AS OF
01/29/85

NAME:	ADDRESS:	TELEPHONE NO.:
Beaver, Fred R.	634 Jeff Davis, Richmond, 77469	343-0058
Brown, Robert	802 Ave. D., Rosenberg, 77471	342-2369
Camacho, Jesse, Jr.	211 Eldridge, Sugar Land, 77478	491-1555
Coultas, Ronnie W.	Hepplewhite, Brookshire, 77423	346-1464
Craft, Roderick E.	Box 164, Orchard, 77464	478-7180
Curby, Theodore H.	1626 Junker, Rosenberg, 77471	342-3183
Dittfurth, Ervin H.	2726 Chupik, Rosenberg, 77471	232-6670
Duran, Gilbert S.	1315 7th. St., Rosenberg, 77471	342-6393
Edmonds, Wayman K.	1507 Rice Ave., Rear, Rosenberg 77471	232-7101
Floyd, Parker A.	1111 Blalock #65, Houston, 77055	468-3280
Francis, Gary B.	1139 Circle Bend, Missouri City 77459	499-2755
Gallardo, Jesse	1910 Louise St. #48, Rosenberg 77471	232-6092
Grissom, James N.	16618 Quail Prairie, Missouri City 77459	437-1057
Hardison, Fletcher	Rt.1, Box 151, Beasley, 77417	387-2547
Hayden, Charles L.	15 Kitty Hawk West, Richmond 77469	342-8807
Hill, Robert L., Jr.	1012 Wilson Dr., Rosenberg, 77471	232-6103
Houlihan, David J.	Box 396, Simonton, 77474	346-1612
Humphrey, Guy (Chief Deputy)	1011 Lindsey Drive, Rosenberg	232-5564
Hundl, James F.	P.O. Box 146, Orchard 77464	478-6660
Johnson, Edwin E.	P.O. Box 62, Richmond, 77469	342-1347
Johnson, Ernest	P.O. Box 239, Stafford, 77477	499-2610
Johnson, Forrest	2519 Randall St., Stafford, 77477	499-2467
Joseph, Michael F.	202 Morton St., Richmond, 77469	342-0301
Kayser, Wolfgang R.	Rt. 2, Box 62-V, Richmond, 77469	799-1894
Kettler, Keith D.	9603 Gene, Needville, 77461	793-6886
King, Jay K.	P.O. Box 28, Orchard, 77464	478-7227
Kovar, Leslie G.	1710 Cypress Dr., Richmond, 77469	342-7006
Lee, William C.	Rt. 1, Box 812, Needville, 77461	553-3368
Lewis, Tillman	P.O. Box 124, Sugar Land, 77478	494-3565
Lindemann, Charles B.	1219 5th st., Rosenberg, 77471	232-3530
McInvale, Ricky L.	Rt. 1, Box 265, Wallis, 77485	478-7348
Miller, Clarence E.	Rt. 3, Box 451, Richmond, 77469	342-8207
Moreno, Jesse E.	215 Eldridge Rd., Sugar Land 77478	494-5832
Mosley, Paul N., Jr.	1619 Bernie, Rosenberg, 77471	342-6745
Mosley, Paul N., Sr.	6734 Kearney, Richmond, 77469	343-1359
Neese, Robert U.	P.O. Box 146, Richmond 77469	342-2884
Nutter, Gene A.	1714 Bent Oak Dr., Missouri City 77459	437-5450
Oelschleger, D.W., Bill	Rt. 2, Box 82, Rosenberg, 77471	232-4878
Parr, Maurice A.	Rt. 2, Box 66-E, Richmond, 77469	232-5331
Payne, Joe W.	26911 Willow, Katy, 77450	392-0817
Poorman, Wayne O.	1203 Sally Ann, Rosenberg, 77471	342-2651
Prather, Michael L.	Rt. 1, Box 156 K, Rosenberg, 77471	387-2754
Sabrsula, Donald R.	25815 Hunter Lane, Katy, 77450	392-9885
Salter, William H.	3015 Sleepy Hollow, Sugar Land 77478	980-5268
Seibel, Aron S.	714 Salerno, Sugar Land, 77478	494-9269
Shanks, Randal D.	Rt. 1, Box 20, Needville, 77461	793-4173
Svec, Sylvester H.	309 Edgewood Dr., Richmond, 77469	342-5327
Todish, Russel A.	1918 Legacy, Richmond, 77469	232-6373
Trevino, Mike	4621 Greenwood, Rosenberg, 77471	232-5477
Twardowski, Frank J.	530 Stonewall Dr., Richmond, 77469	343-0490
Vacek, Daniel W.	1415 Mimosa, Rosenberg, 77471	232-3479
Walzel, Jed M. (Captain)	Rt. 1, Box 927, Needville, 77461	793-6592
Whatley, Lawrence O.	314 Tara Plantation, Richmond 77469	343-0380
Williams, Herman L.	P.O. Box 141, Thompsons, 77481	342-0738

CHARLES W. EDWARDS INSURANCE AGENCY
Insurance For Every Need
3508 AVENUE I 342-
ROSENBERG, TEXAS 77471

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WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS
PALO ALTO

(A Stock Company, herein called Surety)

PUBLIC EMPLOYEES BLANKET BOND
Including Public School System

Bond No. 1689152

DECLARATIONS

Item 1. Name of Obligee:

FORT BEND COUNTY SHERIFF

Item 2. Name of Insured:

FORT BEND COUNTY SHERIFF'S RESERVE

Item 3. Bond Period: From the beginning of the 18TH day of OCTOBER, 1979, to 12 o'clock night on the effective date of the cancelation or termination of this bond as an entirety.

Item 4. Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	$ XXXXXXXXXX
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	$ XXXXXXXXXX
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	$ XXXXXXXXXX
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	$ 2,500.00

Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:

NONE

Item 6. The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancelation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancelation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

(1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and

(2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and

(3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

(5)

HAYES HORN
ATTORNEY-AT-LAW

2523 Avenue H.
Rosenberg, Texas 77471
713-342-2954

February 27, 1985

County Judge acting as County Court at Law

Hon. Jodie Stavinoha
County Judge
Fort Bend County Courthouse
Richmond, TX 77469

Hon. Johnnie Pustka
Commissioner, Precinct #1
P. O. Box 148
Richmond, TX 77469

Hon. Ben Denham
Commissioner, Precinct #2
P. O. Box 249
Fresno, TX 77545

Hon. Alton B. Pressley
Commissioner, Precinct #3
1809 Eldridge Road
Sugar Land, TX 77478

Hon. Bob Lutts
Commissioner, Precinct #4
P. O. Box 187
Fulshear, TX 77441

Gentlemen:

As Chairman of the Joint Committee of the Fort Bend County Bar Association and the Fort Bend County Criminal Defense Lawyers Association, I have requested that I be placed on the agenda for March 4, 1985. My request concerns the attached proposed Bill for the creation of County Court-at-Law #1 and #2.

Representative Tallas has submitted a copy of the Bill that he proposes concerning the above-referenced matter. I have taken the Bill that he has presented to me as the foundation for the Bill that the joint committee supports and is attached to this letter. Effectively the only significant change from the Bill Representative Tallas presented to me and our proposed Bill is Section 3(f). This Section

refers to the compensation to be received by the judge of County Court-at-Law #1 and #2 of Fort Bend County. There are some other minor additions that I will point out and discuss during my appearance before you. These additions have been discussed with Representative Tallas and he has a good understanding and supports these additions.

We are asking you to accept this Bill in its entirety so that Representative Tallas may present this to the Legislature. However, if there are portions of the Bill which you can not support, I would request that you state your position on those Sections and that a resolution be passed supporting the Bill in its entirety or with the changes that you would seek. As you know, time is of the essence in this matter.

I look forward to my appearance before you and the opportunity to respond to and answer any questions that you may have.

Very truly yours,

Hayes Horn

HAYES HORN,
Chairman

HH:kfc
Enc.

W07
HH0112-795

By_____ B. No.____

A BILL TO BE ENTITLED

AN ACT

relating to the jurisdiction, practice, procedure, and compensation of the judge of the County Court at Law No. 1 of Fort Bend County, and to the creation of the County Court at Law No. 2 of Fort Bend County.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 308, Acts of the 64th Legislature, Regular Session, 1975 (Article 1970-364, Vernon's Texas Civil Statutes), is amended to read as follows:

Sec. 1. (a) The County Court at Law No. 1 of Fort Bend County is created. The County Court at Law of Fort Bend County is renamed the County Court at Law No. 1 of Fort Bend County on the effective date of this Act.

(b) The County Court at Law No. 2 of Fort Bend County is created January 1, 1987.

(c) [~~(b)~~] The County Courts at Law Nos. 1 and 2 of Fort Bend County have [~~county court at law has the same~~] jurisdiction over all causes and proceedings, civil, criminal, juvenile, and probate, original and appellate, prescribed by law for county courts and their [~~its~~] jurisdiction is concurrent with that of the County Court of Fort Bend County.

(d) [~~(c)~~] The county courts [~~court~~] at law have [~~has~~] jurisdiction concurrent with the district court in eminent domain cases, [~~and~~] in civil cases when the matter in controversy exceeds $500 and does not exceed $50,000 [~~$5,000~~], exclusive of interest, and in proceedings under Title 3 of the Family Code. Each county court at law has concurrent jurisdiction with the district courts in Fort Bend County in suits and causes involving family law

matters, including adoption; birth records; removal of disability of minority or coverture; change of name of persons; divorce and marriage annulment cases, including the adjustment of property rights, custody and support of minor children involved, temporary support pending final hearings, and every other matter incident to divorce or annulment proceedings; independent actions involving child welfare, custody, support and reciprocal support, dependency, neglect, and delinquency; and independent actions involving controversies between parent and child and between husband and wife. This subsection does not diminish the jurisdiction of the district courts in Fort Bend County, and the district courts retain the jurisdiction that is conferred by law on district courts [~~as provided by general law~~].

(e) [~~(d)~~] The county courts [~~court~~] at law, or the judges [~~its judge~~], may issue writs of injunction, mandamus, sequestration, attachment, garnishment, certiorari, supersedeas, and all writs necessary for the enforcement of the jurisdiction of the court; and may issue writs of habeas corpus in cases where the offense charged is within the jurisdiction of the court, or of any other court of inferior jurisdiction in the county. The courts [~~court~~] and the judges [~~judge~~] also have the power to punish for contempt as prescribed by law for county courts. Each county court at law may enforce an order of the Family District Court for the 328th Judicial District relating to a family law matter.

(f) [~~(e)~~] The County Judge of Fort Bend County is the judge of the County Court of Fort Bend County. All ex officio duties of the county judge shall be exercised by the judge of the County Court of Fort Bend County unless by this Act committed to the judges [~~judge~~] of the county courts [~~court~~] at law.

(g) The County Courts at Law Nos. 1 and 2 of Fort Bend County

shall be primarily responsible for and give preference to:

(1) cases in which their jurisdiction is concurrent with the county court;

(2) eminent domain proceedings and cases;

(3) proceedings under Title 3 of the Family Code; and

(4) civil cases in which the amount in controversy does not exceed $20,000, exclusive of interest.

Sec. 2. The Commissioners Court of Fort Bend County by order shall prescribe not less than four terms a year for the County Courts at Law Nos. 1 and 2 [~~terms of the County Court at Law of Fort Bend County are the same as those for the County Court~~] of Fort Bend County.

Sec. 3. (a) The judges [~~judge~~] of the County Courts [~~Court~~] at Law Nos. 1 and 2 of Fort Bend County must have the same qualifications as those prescribed by the constitution and laws of this state for district judges [~~shall be a qualified voter of Fort Bend County. He shall be a regularly licensed attorney at law in this state, and shall have resided in this state and have been actively engaged in the practice of law or as the judge of a court for a period of not less than three years next preceeding his appointment of election~~].

(b) Upon the effective date of this Act, the judge of the County Court at Law of Fort Bend County shall continue in office as Judge of the County Court at Law No. 1 of Fort Bend County for the term to which he was elected, or in the case of a person appointed to fill a vacancy until the next general election at which this office appears on the ballot as provided by Article XVI, Section 65, of the Texas Constitution and until a successor is duly elected or appointed and qualified.

(c) [~~(b) On the effective date of this Act the Commissioners Court~~

~~of Fort Bend County shall make the initial appointment of the judge, who shall serve until the general election in 1976 and until his successor shall be duly elected and has qualified.~~] At each [~~the~~] general election at which county court judges are regularly elected, the qualified voters of the county [~~in 1976, there shall be elected a judge of the county court at law for a term ending on December 31, 1978. At the general election in 1978 and every four years thereafter, the judge of the county court at law~~] shall elect the judges of the County Courts at Law Nos. 1 and 2 of Fort Bend County [~~be elected~~] for a regular four year term as provided in Article V, Section 30 and Article XVI, Section 65 of the Texas Constitution.

(d) The commissioners court shall appoint a person to fill a vacancy [~~Any vacancy occurring~~] in the office of the judge of the County Court at Law No. 1 or 2 of Fort Bend County. The [~~shall be filled by the Commissioners Court of Fort Bend County, and the~~] appointee holds [~~shall hold~~] office until the next general election and until his successor is [~~duly~~] elected and [~~has~~] qualified.

(e) Each [~~The~~] judge of a [~~the~~] county court at law shall execute a bond and take the oath of office prescribed by law for county judges. Either [He] may be removed from office in the same manner and for the same causes as a county judge.

(f) The each judges of the County Court at Law Nos. 1 and 2 of Fort Bend County shall each receive compensation prescribed by the Commissioners Court of Fort Bend County ~~in an amount not less than 90% of the combined annual salary paid to the district judges of Fort Bend County from all sources.~~ [~~(d) The judge of the county court at law shall receive a salary in an amount not less than $18,000, and other compensation for office expense, travel expense, service on the juvenile board, and other allowances~~

~~paid by the county.~~] The salary shall be paid [~~in equal monthly installments~~] out of the county treasury on order of the commissioners court in the same manner that county employees are paid. The judges [~~judge~~] of the County Courts at Law Nos. 1 and 2 of Fort Bend County [~~county court at law~~] shall assess the fees prescribed by law for county judges and district judges according to the nature of the matter brought before them. The[~~, which shall be collected by the~~] clerk of the court collects the fees and pays them [~~and paid~~] into the county treasury. A fee[~~, and which~~] may not be paid to the judge.

(g) [~~(e)~~] A special judge of either [~~the~~] county court at law may be appointed or elected in the manner provided by law for the appointment or election of a special county judge. A special judge must have the same qualifications and is entitled to the same rate of compensation[~~,~~] as the regular judge.

(h) The judges of the County Courts at Law Nos. 1 and 2 of Fort Bend County may not engage in the private practice of law.

Sec. 4. (a) The Criminal District Attorney, County Clerk, and Sheriff of Fort Bend County shall serve as criminal district attorney, clerk, and sheriff, respectively, of the County Courts [~~Court~~] at Law Nos. 1 and 2 of Fort Bend County, except that the district clerk of Fort Bend County serves as clerk of the county courts at law in cases in which the district courts and county courts at law have concurrent jurisdiction and which have been instituted in the district courts. The Commissioners Court of Fort Bend County may employ as many additional assistant criminal district attorneys, deputy sheriffs, and clerks as are necessary to serve the county courts at law [~~court created by this Act~~]. Those serving shall perform the duties and are entitled to the compensation, fees, and allowances[~~,~~] prescribed by law

for their respective offices in Fort Bend County.

(b) The judges [~~judge~~] of the county courts [~~court~~] at law shall each [~~may~~] appoint an official court reporter, who must meet the qualifications prescribed by law for that office and who is entitled to the ~~same~~ compensation set by CC as the ~~reporters of the district courts of Fort Bend County~~, to be paid by the county treasury out of the general fund of the county [~~fixed by the Commissioners Court of Fort Bend County~~].

Sec. 5. (a) Practice in the County Courts [~~Court~~] at Law Nos. 1 and 2 of Fort Bend County shall conform to that prescribed by law for the County Court of Fort Bend County, except that practice and procedure, rules of evidence, issuance of process and writs, and all other matters pertaining to the conduct of trials and hearings in the county courts at law involving those matters of concurrent jurisdiction with the district courts shall be governed by the provisions of this Act and the laws and rules pertaining to district courts, general or special, as well as county courts. When a jury trial is requested in a case of concurrent jurisdiction between the district courts and the county courts at law, and the case was instituted in the district court, the jury shall be composed of 12 members. In all other cases in which a jury trial is requested in the county courts at law, the jury shall be composed of six members.

(b) The judges of the county court and the county courts [~~court~~] at law may transfer cases to and from the dockets of their respective courts so that the business may be equally distributed between them. All cases of concurrent jurisdiction between the district courts and county courts at law except those enumerated in Section 1(g) of this Act shall be instituted in the district courts and may be transferred between the district courts and the county courts at law. Cases of concurrent jurisdiction between the

district courts and the county courts at law enumerated in Section 1(g) of this Act may be instituted in either the district courts or the county courts at law. However, no case may be transferred from one court to the other without the consent of the judge of the court to which it is transferred, and no case may be transferred to a [~~the~~] county court at law unless it is within the jurisdiction of the [~~that~~] court.

(c) The county judge and the judges of the county courts at law may freely exchange benches and courtrooms with each other in matters within their jurisdiction so that if one is ill, disqualified, or otherwise absent, the other may hold court for him without the necessity of transferring the case involved. Any of those judges may hear all or any part of a case pending in the county court or county courts at law, but only in matters within their jurisdiction, and may rule and enter orders on and continue, determine, or render judgment on all or any part of the case without the necessity of transferring it to his own docket. However, a judge may not sit or act in the case unless it is within the jurisdiction of his own court and with the consent of the judge in which the case is pending. Each judgment and order shall be entered in the minutes of the court in which the case is pending. The provisions providing for the exchange of benches by and between judges are cumulative of and in addition to the provisions provided for the selection and appointment of a special judge.

(d) Except as otherwise provided herein, the judges of the county courts at law and the district courts may exchange benches and courtrooms with each other so that if one is absent, disabled, or disqualified, the other may hold court for him without the necessity of transferring the case. Either judge may hear all or any part of a case pending in the county courts at law or district courts and may rule and enter orders on and continue,

determine, render, or assign judgments on all or any part of the case without the necessity of transferring it to his docket. A judge may not sit or act in a case without the consent of the judge of the court in which the case is pending and may not sit or act in a case unless it is within the jurisdiction of his own court.

(e) [~~(e)~~] Jurors regularly impaneled for the week by the district courts of Fort Bend County[~~,~~] may, at the request of either the judge of the county court or of the County Courts at Law Nos. 1 and 2 [~~county court at law~~], be made available by the district judges in the numbers requested and shall serve for the week in either [~~or both~~] the county court or the county courts [~~court~~] at law.

Sec. 6. The judges [~~judge~~] of the County Courts [~~Court~~] at Law Nos. 1 and 2 of Fort Bend County shall be members [~~a member~~] of the Juvenile Board of Fort Bend County and receive the same additional compensation for service on the juvenile board as paid by Fort Bend County to the County Judge of Fort Bend County for acting as a member of the juvenile board.

[~~Sec. 7. The effective date of this Act is November 1, 1975.~~]

SECTION 2. At the general election in 1986, the qualified voters of Fort Bend County shall elect a judge to fill the vacancy existing on creation of the County Court at Law No. 2 of Fort Bend County.

SECTION 3. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended, and that this Act take effect and be in force from and after its passage, and it is so enacted.

#5

RESOLUTION OF COMMISSIONERS' COURT
FOR THE CREATION OF AN ADDITIONAL
COUNTY COURT-AT-LAW

On this 4th day of March, 1985, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Johnnie Pustka, seconded by Commissioner Bob Lutts, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas has found that public need and necessity require that an additional County Court-at-Law be created in Fort Bend County, Texas, by the current legislature sitting in Austin, Travis County, Texas; and

WHEREAS, Fort Bend County, Texas, does, and hereby, requests the legislature of the State of Texas to enact an additional County Court-at-Law for said County in the current legislative year, to be effective beginning January 1, 1987;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Fort Bend County, Texas, does hereby request that the Texas Legislature create an additional County Court-at-Law for Fort Bend County, Texas, in the current legislative year, and the said Court be established to conduct business starting January 1, 1987.

PASSED AND APPROVED this the 4th day of March, 1985.

FORT BEND COUNTY COMMISSIONERS' COURT

BY: Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge
Fort Bend County, Texas

Mr. Hayes Horn, Chairman of Joint Committee request approval of proposed bill to create County Court-at-Law No.1 and 2 as presented.

6. CONSTABLE W.C. TODD, RE: APPROVE NEW OFFICE LOCATION FOR PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve new office location for Constable Precinct #2 on Hwy. 360 near Beasley at $185.00 per month subject to contract being reviewed by District Attorney. Funds to come from Constable's 1985 budget.

W.C. Todd, Constable Precinct #2 request approval of new office location.

7. APPROVE RESOLUTION IN SUPPORT OF LEGISLATION FOR PRISON SYSTEM RIGHT-OF-WAY TO EXTEND PLANTATION DRIVE TO HARLEM RD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve resolution in support of legislation for prison system right-of-way to extend Plantation Drive to Harlem Rd. in Precinct #4. (Recorded in minutes in full)

8. APPROVE "HOLD HARMLESS AGREEMENT" RELEASE CLAUSE FROM REPUBLIC NATIONAL LIFE INS. FOR RELEASE OF RESERVE FUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve "Hold Harmless Agreement" and accept check in the amount of $114,054.45. Funds to be placed in Insurance Escrow Account. (Recorded in minutes in full)

9. APPROVE ADDITIONAL SWITCHBOARD OPERATOR AND CONSIDER TRANSFERRING SWITCHBOARD OPERATIONS TO A SEPARATE BUDGET:

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

10. APPROVE ADDITIONAL MECHANIC FOR VEHICLE MAINTENANCE DEPARTMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve additional mechanic at an annual salary of $20,800 plus benefits for Vehicle Maintenance Department. Funds of $19,200 salary for the remaining of 1985 plus $1,353.60 for Social Security, $1,344.00 Retirement and $1,726.44 for Insurance, with a total of $23,624.04. Funds to come from Contingency fund - an emergency is declared.

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND CITIES AND SCHOOL DISTRICT(S) WITHIN FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between Fort Bend Independent School District and Fort Bend County and City of Missouri City and Fort Bend County. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between City of Needville and Fort Bend County. (Recorded in minutes in full)

12. ACCEPT AND REBUDGET CHECKS INTO PROPERTY & EQUIPMENT LINE ITEM, DISTRICT ATTORNEY'S BUDGET:

Postponed.

Address - 8221 Space B Main Street
Needville #6

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LEASE OF RESIDENCE OR STOREHOUSE

The State of Texas, County of Fort Bend.

This contract, made and entered into this 4th day of March, A.D., 1985, between David Luedeke of Fort Bend County, Texas, of the first part, and the County of Fort Bend, State of Texas, of the second part, witnesseth:

The party of the first part leases to the party of the second part, for the period of 10 months, commencing the 4th day of March, A.D. 1985, ending the 31st day of December, A.D. 1985, the following described property and premises, situated in the County of Fort Bend, and State of Texas, to-wit:

> One (1) - 15 X 40 office space with restroom and storage. All utilities will be the responsibility of tenant with the exception of water and sewer being furnished by party of the first part.

For and in consideration of the above premises, the said party of the second part agrees to pay to the said party of the first part the yearly rent of $1,850.00 dollars, at Needville, Texas, due and payable monthly in advance, as follows: $185.00 dollars, due and payable on the 15th day of each and every consecutive month thereafter until paid. And that the lease be renegotiated at the end of each year.

Should there at any time be any default in the payment of any rent, or in any of the covenants herein contained, then it shall be lawful for the party of the first part to declare this contract cancelled and terminated, and to re-enter said premises and remove all persons therefrom without prejudice to any legal remedies which may be used for the collection of rent, all and every claim for damages, for or by reason of said re-entry being hereby expressly waived.

At the expiration of this lease, the party of the second part agrees to quit and surrender the said premises in as good state and condition as a reasonable use and wear thereof will permit.

The party of the second part is not to sublet the said premises, or any part thereof, without written permission from the party of the first part.

It is expressly agreed and understood by and between the parties hereto, that the party of the first part shall have, and by this contract has a valid first lien upon any ;and all the goods, furniture, chattels or property of any description, belonging to the party of the second part, as a security for the payment of all rent due or to become due, and any and all exemption laws in force in this State, by which said property might be held, are hereby expressly waived.

Witness our hands at Needville, Texas, this 4th day of March, A.D. 1985.

David Luedeke
Lessor

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
Jodie E. Stavinoha

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared DAVID LUEDEKE, 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 on this the 18 day of March, A.D. 1985.

Melody Kriji
Notary Public in and for Fort Bend County, Texas

My Commission Expires: 4-12-87

THE STATE OF TEXAS

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared JODIE E. STAVINOHA, County Judge of Fort Bend County, 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, in the capacity therein stated and as the act and deed of said County.

Given under my hand and seal of office on this the 4th day of March, A.D. 1985.

Barbara Jean Martin
Notary Public in and for Fort Bend County, Texas

My Commission Expires: 9-25-88

BARBARA JEAN MARTIN
Notary Public for State of Texas
My Commission Expires 9-25-88

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(7)

RESOLUTION OF COMMISSIONERS' COURT
FOR EXTENSION OF PLANTATION DRIVE BOULEVARD

On this day of , 1985, at a special meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion by Commissioner , seconded by Commissioner , duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has found that public necessity and convenience requires the extension of Plantation Drive Boulevard from Pecan Grove Plantation subdivision to Harlem Road, more specifically described, to-wit:

> A 60 foot road right of way, being 30 feet at right angles to either side of the centerline, as described below:
>
> Beginning at the northeast corner of replat of Pecan Grove Plantation, Section 5, thence S 01 degrees 23 minutes 3 seconds E 210 feet to a point on the centerline of Plantation Drive, being on a west line of Texas Department of Corrections property, also being the beginning of centerline descriptions of 60 foot right of way.
>
> Thence N 88 degrees 26 minutes 31 seconds E a distance of 1890 feet, more or less, terminating at the intersection of the west right of way line of Harlem Road. Said 60 foot right of way containing 2.60 acres more or less.

WHEREAS, the above described real property is currently owned and under the domain of the State of Texas Department of Corrections; and

WHEREAS, Fort Bend County, Texas, respectfully requests the current legislature now sitting in Austin, Travis County, Texas, to pass and enact necessary legislation for the allowing of the transfer of the above stated right of way from the State of Texas Department of Corrections to Fort Bend County, Texas.

NOW, THEREFORE, the Commissioners' Court of Fort Bend County, Texas, pursuant to the foregoing, respectfully petitions the legislature of the State of Texas to pass and enact necessary legislation for the transfer of the above stated right of way to Fort Bend County, Texas, for the purpose of the said extension of Plantation Drive Boulevard.

SIGNED and ENTERED this 4 day of March , 1985.

FORT BEND COUNTY, TEXAS

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

ATTEST:
Dianne Wilson
Dianne Wilson,
County Clerk

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

WHEREAS, the District desires the County assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

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

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

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

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

Now, therefore, the County and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.

c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the District agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.

6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminated on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 25 day of February, 1985.

Fort Bend Independent School District

Frank Green

~~Chairman of~~ Trustees
President of Board of

ATTEST:

Secretary

SIGNED this _____ day of _____, 1985.

County of Fort Bend

_____

County Judge

ATTEST:

_____

County Clerk

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RESOLUTION NO. R-85-5

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

* * * * *

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

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

PASSED AND APPROVED this 18th day of February, 1985

Mayor

ATTEST:

City Secreatry

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

CITY COUNCIL MEETING
FEB 18 1985
AGENDA
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b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 18th day of February, 1985.

City of Missouri City, Texas

John B. Kerr
Mayor

ATTEST:

Alice Church
City Secretary

SIGNED this 4 day of March, 1985,

County of Fort Bend

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work. 0026

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

00340

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

0026

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 13th day of February, 1985.

City of Needville, Texas

John A. Stern Dum.
Mayor

ATTEST:

Michael Pastik
City Secretary

SIGNED this 4 day of March, 1985,

County of Fort Bend

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT OF HEALTH REGULATIONS

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

RECITALS

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

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

"5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

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

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

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

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

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

(1) NEEDVILLE and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of NEEDVILLE with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.

(2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to NEEDVILLE . NEEDVILLE agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to NEEDVILLE City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.

(3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 1985. This agreement must be renewed annually by the parties otherwise the same automatically terminates on such date, furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

(4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.

(5) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be formally approved by all parties.

(6) Each of the parties to this agreement represents to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

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

SIGNED this 13th day of February, 1985.

CITY OF NEEDVILLE, TEXAS

BY: John A. Stern DVM
Mayor

ATTEST:

Michael Pasbk
City Secretary

SIGNED this 13th day of February, 1985.

FORT BEND COUNTY, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA,
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

00344

(11)

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

0026

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

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

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

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

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

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

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

Now, therefore, the Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of City shall set forth the following:

   a. Describe in detail the drainage the City desires the Drainage District's assistance on and describe in detail the work the City desires the Drainage District to perform.

b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.

c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.

d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power 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 City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and equipment operators, at no cost to the City, necessary for the repairs, maintenance and/or construction of drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

0026 8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties as provided herein below.

SIGNED this 26th day of February, 1985.

City of Rosenberg, Texas

Lynnette Self
Mayor Pro Tem

ATTEST:

Alice Skalski
City Secretary

SIGNED this 18th day of February, 1985.

County of Fort Bend

John E. Stevenson
County Judge

ATTEST:

Diane Wilson
County Clerk

13. FILE ANNUAL SALARY REPORT FOR 1985:

Moved by Commissioner Lutts and failed due to a lack of a second, to file annual salary report for 1985. 0026

14. CONSIDER APPROVAL OF PAY ESTIMATE #1 TO HANNA CONSTRUCTION CO. IN THE AMOUNT OF $51,750 FOR GREENBUSCH RD. AND WILLOW FORK OF THE BUFFALO BAYOU BRIDGE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve pay estimate #1 to Hanna Construction Co. in the amount of $51,750 for Greenbusch Rd. and Willow Fork of the Buffalo Bayou Bridge. Funds to come from Drainage District. (Recorded in minutes in full)

15. ACCEPT CLODINE-REDDICK ROAD FROM FM-1464 TO BEECHNUT INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT #3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Clodine-Reddick Road from FM-1464 to Beechnut into the county road maintenance system in Precinct #3.

Mr. Howard Jacobson representing Homecraft Corp. discussed Clodine-Reddick Rd.

16. APPROVE PLAT FOR PROVIDENCE SHOPPING CENTER IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plat for Providence Shopping Center in Precinct 3. Plat and Tax Statements were presented to Commissioners' Court for review. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM LEXINGTON DEVELOPMENT CO. TO LAY WATER LINE UNDER SARTARTIA ROAD IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka absent for vote, Commissioner Pressley voting to abstain and Judge Stavinoha voting yes, it is ordered to approve application from Lexington Development Co. to lay water line under Sartartia Road in Precinct #4. (Recorded in minutes in full)

18. CONSIDER PROPOSAL BY U.S. CORPS OF ENGINEERS TO LEASE LAND TO FORT BEND COUNTY WHICH IS ADJACENT TO BARKER RESERVOIR TO BE USED FOR PARK PURPOSES:

Mr. Jim C. Box representing Mischer Corp. (Cinco Ranch Venture) presented a proposal to design plans for a park adjacent to Barker Reservoir. (Recorded in minutes in full)

19. CONSIDER PURCHASE OF FULL-SIZE AUTOMOBILE FROM BIDS PREVIOUSLY OPENED DECEMBER 10, 1984:

Postponed.

20. 1:30 P.M. - OPEN BIDS FOR ONE ½-TON PICKUP TRUCK, HEAVY DUTY, LONGBED:

The following bids were opened for review.

A. LaMarque Ford
1985 F150 $9,364.04

00348

HANNA CONSTRUCTION COMPANY

P. O. BOX 1005 — INTERSTATE HWY. 10
KATY, TEXAS 77450
TELEPHONES:
KATY 371-3168 — HOUSTON 464-3915

DATE REC'D	FEB 28 1985
STANLEY	
DAVID	
MARK	
BLAINE	
KARL	KEB

Orig. Treasurer
3/4 cc: D. Wilson ✓
S. Kucherka
0026 E.S. File

DATE Feb. 26, 1985 (14)

Fort Bend County Engineering Dept.
Post Office Box 1449
Rosenberg, Texas 77471

Attn: Mr. Karl Baker

RE: Greenbusch Rd. Bridge
HCC Job #7215

ESTIMATE #1

FOR SERVICES RENDERED: for above referenced project:

PROGRESS TO DATE:----------$57,500.00

LESS: 10% Retainage----------[5,750.00

TOTAL AMOUNT DUE & PAYABLE UPON RECEIPT OF INVOICE----------$51,750.00

approved
2-28-85
Karl E Baker

approved L.L. 3/4/85

THANK YOU!

NAME OF PROJECT: Greenbusch Road Bridge

HCC PROJECT NO.: HCC 7215

BID PROPOSAL BREAKDOWN

Item No.	DESCRIPTION	Contract Amount	Progress To date	Amount This Est.
1.	Engineering	8,000.00	100%	$ 8,000.00
2.	Move-In, Setting Shop	2,500.00	100%	2,500.00
3.	Foundation: Pre-stressed Piling	30,000.00	100%	30,000.00
4.	Substructure: Abutments, Caps	7,500.00	100%	7,500.00
5.	Concrete Retaining Wall	4,500.00	100%	4,500.00
6.	Cement Stabilized Backfill	2,000.00	100%	2,000.00
7.	Pan Girders-Deck	40,000.00	-0-	-0-
8.	Railing	12,000.00	-0-	-0-
9.	Removal of Bridge	6,000.00	50%	3,000.00
10.	Channel Excavation	1,000.00	-0-	-0-
11.	Transition Paving (Asphalt)	1,800.00	-0-	-0-
12.	General Clean-Up & Move-Out	2,000.00	-0-	-0-
		$117,300.00		$ 57,500.00

approved
2-28-85
Karl E Baker

approved
LC
3/4/85

00350

(11)

0026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4 day of March, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Lexington Development Co. dated February 22, 1985, permit no. 80639 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 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 Sutts, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kuehler
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosub
Deputy

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

00351

Appl. # 80639 0026

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

Karl E. Baker
Karl E. Baker, Assistant Engineer

2-28-85
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

Personal check from;
Lexington Development Co.
Operating account.
To: Ft Bend Co,
Amount: $2240.00

LEXINGTON DEVELOPMENT COMPANY
OPERATING ACCOUNT
P. O. BOX 35705 713-664-5773
HOUSTON, TEXAS 77235-5705

Med Center Bank
P.O. Box 25125 • Houston, Texas 77265

№ 6776

2/25 19 85

THE SUM 2240 00¢

PAY DOLLARS $ 2,240.00*

TO THE ORDER OF Fort Bend County

Victor B Sitton

Mike Spring

⑈006776⑈ ⑆113001158⑆ 11 553 2⑈

CLARKS CHECKS

LEXINGTON DEV. COMPANY, OPERATING ACCOUNT

DATE	DESCRIPTION		AMOUNT
2/25/85	Cash bond for crossing under Sartartia Blvd. with interconnect for Fort Bend County MUD #69	1230-69	$2,240.00

352 0026

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of items described above. If not correct please notify us promptly

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

00353

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80639 0026

Lexington Development Company on behalf

Formal notice is hereby given that of Fort Bend County MUD 69, propose to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sartartia Rd.	55 ft. South of U.S. Hwy. 90-A	40 ft.	X	X		X

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

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

General Description

This application is for the crossing of Sartartia Road with an 18" steel casing for a 12" A.C. water-line. Traffic need not be disturbed. The R.O.W. at this location is 40 ft. in width.

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

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

NOTICE

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

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

COMPANY NAME: VanSickle - Mickelson & Klein, In
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Pamela B Puckett
(Signature)

NAME & TITLE Pamela B. Puckett V-President
(Please Print)

DATE: February 22, 1985
ADDRESS 15915 Katy Freeway, Suite 400
(Street/P.O. Box)

Houston, Texas 77094
City State Zip

TELEPHONE NO: 578-3610

00354

(18)

0026

February 28, 1985

The Honorable ~~Joh~~ Jeff Stavinoha
500 Jackson
Annex, Suite 103
Richmond, Texas 77469

Dear Judge Stavinoha:

I really appreciate your effort in this regard. I will make it a point to be at the Commissioners Court Monday when this issue is discussed. Because of the short time frame, I am not sure I can have Tom Northrup available. If it is not asking too much, it would help with a scheduling problem if it would come up prior to your noon recess. Needless to say, I will be available whenever you deem it appropriate, morning or evening.

Sincerely,

CINCO RANCH VENTURE

Jim Box

James C. Box

JCB/dm
Attachment

February 28, 1985

BY MESSENGER

The Honorable Joe Stavinoha
and Commissioners Court of Fort Bend County
500 Jackson
Annex, Suite 103
Richmond, Texas 77469

Re: Barker Reservoir Park

Gentlemen:

The Corps of Engineers is accepting proposals for the development of the Barker Reservoir as public recreational facility. As you are probably aware, Harris County under the tutelage of Commissioner Bob Eckels is well underway with the planning stage of the Harris County portion of the reservoir.

It was our feeling that Fort Bend County would like to see the County's portion of the reservoir also developed as a park at some point in the future. Recognizing the County has propably not set aside funds for the park planning process, we, the Cinco Ranch Venture, offer to provide the necessary funds to prepare a park plan that meets your needs and satisfies the requirements of the Corps of Engineers. Attached is a contract that we have already executed with Tom Northrup & Associates that outlines the scope of services that he will provide Fort Bend County in the preparation of this plan.

I would point out that a park of this nature can successfully be developed over a long period of time with minimal improvements, beginning with jogging paths, hike and bike trails, and equestrian trails. It also could provide areas for open field games such as soccer and softball that require little more than site preparation.

As outlined in the proposal, Tom Northrup will meet with you and/or your designee for input and guidance to be sure this plan reflects your wishes. Obviously, we will be glad to participate. This plan also will be coordinated closely with Commissioner Eckels as needed to insure compatability.

Should you have any questions regarding this proposal, please advise.

Sincerely,

CINCO RANCH VENTURE

Jim Box

James C. Box

JCB/dm
Attachment

NORTHRUP ASSOCIATES
LAND PLANNING AND TRAFFIC CONSULTANTS

January 2, 1985

Mr. Jim Box
The Mischer Corporation
2727 North Loop West
Suite 200
Houston, Texas 77008

Re: Proposal For Planning Services,
Barker Regional Park Study, (± 2,000 Acres)
Ft. Bend County, Texas

Dear Mr. Box:

As requested, we are pleased to submit the attached proposal to you for certain preliminary planning services related to the future development of a park within that portion of Barker Reservoir that lies within Ft. Bend County.

This proposal does not include description or fees for any engineering services or for the preparation of an environmental assessment which would be provided by others. It is our understanding that such would be negotiated separately by you. Our effort would, however, be coordinated with them as necessary.

In our preliminary evaluation of this matter we consulted with representatives of the U.S. Army Corps of Engineers (USACE). It has been determined that they wish to complete their Master Plan for the Addicks and Barker Reservoirs by mid-year. Any input to that master plan is to be in their hands as soon as possible.

If Ft. Bend County is to obtain a lease to establish a park within the Reservoir, then a plan must be submitted and approved by USACE. This plan must address all established criteria in a format suitable to them. We have been advised an environmental assessment will be required.

As discussed with you recently, we had hoped a plan could be developed with a minimum of detail. Unfortunately, this cannot be done and satisfy the set requirements. However, representatives of USACE have indicated they will work with us and Ft. Bend County to simplify the effort. We will closely coordinate our work with the Corps, and any officials within Ft. Bend County that you feel appropriate.

We are prepared to begin our study immediately upon authorization from you, should you have any questions, please advise.

Best regards,

Tom R. Northrup

TRN/rj

Attachment

NORTHRUP ASSOCIATES
LAND PLANNING AND TRAFFIC CONSULTANTS

PROPOSAL FOR PLANNING SERVICES
2,000-ACRE BARKER RESERVOIR PARK STUDY
FT. BEND COUNTY, TEXAS

I. PROGRAM

Certain landowners within the Cinco Ranch area wish to assist Ft. Bend County in the future use and development of a public park on that portion of the Barker Reservoir within Ft. Bend County. Since the County has no park planning capability, it is their desire to have a plan for the Reservoir prepared which would be used in obtaining Corps of Engineers (USACE) approval, and ultimately a lease agreement on the park land.

Coordination will be required during preparation of subject study with one of a similar nature being prepared for that part of Reservoir within Harris County. Vernon G. Henry and Associates, Inc. and others are in the process of updating a previous plan for a park and its expansion into additional areas. In addition, a Major Thoroughfare Plan for the area has already been approved by the Houston City Planning Commission. This will establish major traffic patterns around the proposed park.

II. SCOPE OF SERVICES

Phase One - Preliminary Evaluation and Review

A. Consultant (Northrup Associates) will assemble and review general information about project parameters, governmental regulations and standards, determine constraints on site development, and review previous documents or plans and publications on park and recreational needs.

B. A site evaluation will be made by Consultant, including a physical inspection of the area and its immediate environs, along with an assessment of the character of the general terrain, vegetation, etc. Study will be made of available soil characteristics and topography features. Previous environmental assessments will be reviewed to determine pertinent points established. Site accessibility will be studied to determine deficiencies and ultimate needs. Availability of utility service as well as hydrology will be reviewed in conjunction with engineer. Environmental considerations will be made in consultation with others as necessary.

C. Meetings will be held between Consultant and representatives of Ft. Bend County to determine their interests, plans and future financial capability with respect to park development and improvement. In addition, Consultant will meet with the U.S. Army Corps of Engineers (USACE) personnel to determine specific requirements, constraints and format for study effort.

Phase Two - Conceptual Master Plan

Consultant will prepare a conceptual Master Plan(s) for the development of the entire area of the reservoir within Ft. Bend County, considering all aspects of Phase One above, types of need indicated for region, and limitations as established by hydrological, environmental and economic constraints.

Consultant's plan may include details or alternative studies of features which might be considered as part of the park amenities or improvements. Conceptual plan will include supplemental road network needed, construction of lakes and fill areas as necessary, preservation of significant natural features and physical infrastructure for servicing park facilities.

The Conceptual Plan will be reviewed with Harris County park consultants as to compatibility. Plan will then be reviewed with Ft. Bend County officials and others. An on-going relationship will be maintained with USACE staff to insure conformance with their guidelines and regulations.

Phase Three - Final Plan

Based on factors determined in the Conceptual Plan Phase, Consultant will prepare the Final Plan Document. This will include the final plan details, and supportive data.

In consultation with county officials and others, Consultant will prioritize and quantify proposed improvements in order to relate to a plan of implementation. In the event that USACE requires financial commitments as part of the lease agreement, it may become necessary to establish a scheduled improvement program for such.

Contents of Final Plan Document will depend significantly on other requirements of USACE. Engineering and environmental aspects will be included to the extent provided by others.

Phase Four - Plan Review, Acceptance

While in draft form, the Final Plan Document will again be reviewed as before. The draft, revised as necessary, will be submitted to USACE staff for evaluation and comments. The plan will then be revised as necessary to obtain USACE acceptance.

III. CONSULTANT'S FEES AND REIMBURSABLE EXPENSES

A. The Consultant's fee for services described herein shall be made on a reimbursable basis in accordance with the standard hourly rates listed on the attached schedule. For the clients budgetary purposes, it is estimated that the services described herein can be performed for a fee not to exceed $20,000.00.

B. In addition to the fees, the consultant shall be reimbursed at cost, plus 15% for processing and bookkeeping, for such direct expenses attributable to the services as prints and other reproduction charges, art supplies, base materials, travel expenses, long distance telephone calls, etc.

IV. ACCEPTANCE AND TERMINATION

If this proposal meets with your approval, please so indicate your acceptance by executing in the space provided below and returning one copy for our files. Your written acceptance of this proposal will consummate our agreement. Said agreement can be terminated without cause at any time by either party upon seven (7) days written notice to the owner at the address of record. In the event of termination of this agreement, the final invoice covering both current services and services included under outstanding services shall be forwarded to you and shall be payable within thirty (30) days from the date of invoice.

ACCEPTED BY AND AGREED TO:

John T Lotta
Venture manager

Date January 7, 1985

00362

NORTHRUP ASSOCIATES
LAND PLANNING AND TRAFFIC CONSULTANTS

STANDARD HOURLY RATES

PRINCIPAL	$90.00/hour
SENIOR PLANNER	$65.00/hour
PLANNER	$60.00/hour
PROJECT ASSISTANT-TECHNICAL	$45.00/hour
SENIOR DRAFTSMAN	$36.00/hour
PROJECT ASSISTANT-CLERICAL	$24.00/hour

FLAT FEES

Where applicable, flat fees may be established either as an estimate of time to be spent or on a per-acre basis.

EXPENSES

In addition to the fees, the Consultant shall be reimbursed at cost plus 15% for processing and bookkeeping, for such direct expenses attributable to the services as prints and other reproduction charges, art supplies, long distance or toll telephone calls, submission fees, surface travel, when applicable at $.35 per mile, etc.

ESCALATION

In the event that all services on a project are not completed within one year from the time initiated, hourly and flat fee rates may be adjusted to reflect cost, inflation, etc.

4101 GREENBRIAR DRIVE, SUITE 305 HOUSTON, TEXAS 77098 713/523-6323

21. 1:45 P.M.-DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

22. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to approve bills as presented by County Auditor.

23. RECESS UNTIL 2:00 P.M. WEDNESDAY, MARCH 6, 1985 TO OPEN BIDS FOR THE CERAMIC TILE WORK AND SITE WORK AT THE FORT BEND COUNTY LIBRARY, LOCATED IN RICHMOND, TEXAS:

Open bids for ceramic tile work at the Fort Bend County Library:

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

A.	Concorde Tile, Inc.	$ 37,725.00
B.	American Marble	$ 42,000.00
C.	Texas State Tile	$ 40,144.00
D.	Warrior Constructors	$ 31,845.00

Open bids for site work at the Fort Bend County Library:

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

A.	Park Construction	$ 535,195.09
B.	G.H. Hart Co.	$ 420,326.00
	Alt.No.1-water line only	$ 100.00
	Alt.No.2-water line w/meter&box	300.00
C.	Brown-Harris Inc.	$ 455.000.00
D.	Tru-Con Inc.	$ 439,000.00
E.	Jerdon Construction	$ 393,500.00
	Alt.No.1-water line only	$ 100.00
	Alt.No.2-water line w/meter&box	450.00
F.	Warrior Constructors	$ 494,000.00
	Alt.No.1-water line only	$ 460.00
	Alt.No.2-water line w/meter&box	575.00

24. CONSIDER AND TAKE ACTION ON RECOMMENDATIONS FROM INSURANCE COMMITTEE FOR 1985-86 INSURANCE COVERAGE FOR HEALTH, LIFE AND A.D. & D:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve the following insurance companies for insurance coverage.

BANKERS LIFE - for health insurance

SECURITY LIFE OF DENVER - for Life and AD & D insurance.

Insurance Committee made their recommendations on insurance coverage for health, life and AD & D.

RECESS:
Commissioners' Court recessed at 12:00 p.m.

(22)

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 4th day of March, 1985 at a Special Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

*****APPROVED*****

Robert Draughn
Asst. County Auditor

Date: 3/4/85

Time Reconvened: 1:30

Time Adjourned or Recessed: 2:49 PM

00365

Bid Package No. 11

Warrior Constructors, Inc.

0026

RE-CAP OF SUB-BIDS

BID ITEM Tile 3-6-85

PROJECT and LOCATION Library

BIDDER	BASE BID	Bond			
Concorde Tile, Inc	37,725.00	✓			
American Marble	42,000.00	✓			
Texas State Tile	40,144.00	✓			
Warrior Constructors	31,845.00	✓			

00366

(23)

Bid Package No. 1

Warrior Constructors, Inc.

0026

RE-CAP OF SUB-BIDS

BID ITEM Sitework 3-6-85

PROJECT and LOCATION Library

BIDDER	BASE BID	Alt. No. 1 - Water Line Only	Alt. No. 2 - Water Line w/ Meter & Box	BOND	
Park Construction	535,195.09 ~~5,83~~	—	—	✓	
G.H. Hart Co	420,326.00	100.00	300.00	✓	
Brown-Harris Inc	455,000.00	—	—	✓	
True-Con Inc	439,000.00	—	—	✓	
Gerdon Construction	393,500.00	100.00	450.00	✓	
Warrior Constructors	494,000.00	460.00	575.00	✓	

00367 #24

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

0026

February 22, 1985.

BANKERS LIFE INSURANCE RATES:

Individual - Employee	64.08
Spouse	75.89
Spouse and Children	121.85
Children	45.96

Life Rates:	.33
AD & D Rates:	.06

Retired Employees Rates:

Under age 65 rates do not change -	Individual	64.08
	- ~~Spouse~~	~~75.89~~
	- Child	45.96
Age 65 and over:	- Individual	54.82
	- One or more dependents	54.82

0026

ADDENDUM TO AGENDA
OF MONDAY, MARCH 4, 1985

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners' Court agenda of Monday, March 4, 1985:

#24) CONSIDER AND TAKE ACTION ON RECOMMENDATIONS FROM INSURANCE COMMITTEE FOR 1985-86 INSURANCE COVERAGE FOR HEALTH, LIFE AND A.D.&D.

FILED FOR RECORD
AM TIME 4:35 PM
FEB 28 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 28, 1985 at 4:45 p.m. by _____.

RECONVENE:

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

RECESS:

Commissioners' Court recessed at 2:20 p.m. until Wednesday, March 6 at 2:00 p.m.

RECONVENE:

Commissioners' Court reconvened at 2:00 p.m. Wednesday, March 6.

25. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley absent for vote, it is ordered that Commissioners' Court be adjourned at 2:25 Wednesday, March 6, 1985.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 4TH day of March, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. CONSIDER ACCEPTANCE OF RIGHT-OF-WAY FOR THE REALIGNMENT OF DRY CREEK:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Right-of-way for re-alignment of Dry Creek for Drainage District.
(Recorded in minutes in full)

Mr. Tom Moody representing Lichliter/Jameson & Associates discussed the realignment.

2. ADJOURNMENT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 1:55 p.m. Monday, March 4, 1985.

00371 Drainage #1

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

LA 0026

February 28, 1985

Mr. Stanley Kucherka, Jr., P.E.
Fort Bend County Drainage District Engineer
P. O. Box 1028
Rosenberg, Texas 77471

Re: Dry Creek Right-of-Way Dedication

Dear Stanley:

Attached you will find the documents required for the dedication of a new right-of-way for Dry Creek from FM 2977 northwesterly to the western boundary of the property owned by Homecraft Enterprises Corporation, together with another document which calls for the simultaneous release of an existing right-of-way across that same property.

I would like to request that if these documents meet with your satisfaction, they be placed on the Commissioner's Court agenda for the March 4, 1985 meeting for the purpose of their approval action.

If you have any questions, please call me as soon as possible so that this action might not be delayed.

Very truly yours,

Tom Moody

Tom E. Moody
Project Manager

TDM/bd

File: 329-0130-35

Attachment

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

00372

0026

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Homecraft Enterprises Corporation

P. O. Box 20147

Houston, Texas 77225

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 250 feet, being xxxxxxxxxxxxxxxxxx feet, extending at right angles, on each side of the following line and course across said land, to-wit: xxxxxxxxxxxxxxxx being more particularly described by metes and bounds in Exhibit "A" attached hereto.

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

SEE THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES FOR ADDITIONAL TERMS HEREOF.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the _____ day of _____, A. D. 19_____.

HOMECRAFT ENTERPRISES CORPORATION

By: W.M. Hayes

Name: W.M. HAYES

Title: S.V.P.

FIRST SOUTH SAVINGS ASSOCIATION

By: Phil Pleasant

Name: PHIL PLEASANT

Title: SENIOR VICE PRESIDENT

00374

0026

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME Mary J. Phillips
Notary Public
Harris
County, Texas, on this day personally appeared
William M. Hayden - Senior Vice President
Homecraft Enterprises Corporation
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27th day of February, A. D. 19 85

(L. S.)

Mary J. Phillips
MARY J. Phillips

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME Laurel Ann Sanborn
Notary Public
Harris
County, Texas, on this day personally appeared
Phil Pleasant, Senior Vice President
First South Savings Association
~~wife~~ of
known to me to be the person whose name is subscribed to the foregoing instrument, ~~and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said~~ he acknowledged such instrument to be ~~her~~ his act and deed, and ~~she~~ he declared that ~~she~~ he had willingly signed the same for the purposes and consideration therein expressed, and that ~~she~~ he did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27 day of February, A. D. 19 85

(L. S.)

Laurel Ann Sanborn
LAUREL ANN SANBORN

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____
_____, in and for
_____ County, Texas, on this day personally appeared
_____ and _____
_____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

By _____, Deputy

February 25, 1985
Job No. 329-0130-19

EXHIBIT "A"

DESCRIPTION OF
EASEMENT AND RIGHT-OF-WAY
FOR THE REALIGNMENT OF
A PORTION OF DRY CREEK
FORT BEND COUNTY, TEXAS

Being 45.299 acres of land located in the B.B.B. & C. R. R. Co. Survey, Abstract 129 and the S. B. Pentecost Survey, Abstract 378 Fort Bend County, Texas and more particularly being a portion of that certain 695.019 acre tract of land conveyed to Homecraft Enterprises Corporation and described in instrument of record in Volume 1558, Page 15 of the Official Records of Fort Bend County, Texas, said 45.299 acres being more particularly described by metes and bounds as follows;

BEGINNING at the most westerly corner of the aforementioned 695.019 acres;

Thence, with the most westerly line of said 695.019 acres, North 41° 41' 32" East, 1619.86 feet to a point for corner;

Thence, leaving said westerly line, South 08° 25' 37" East, 325.78 feet to a point for corner;

Thence, South 41° 41' 32" West, 1009.02 feet to the beginning of a curve;

Thence, along the arc of a curve to the left, said curve being subtended by a central angle of 90° 16' 47", having a radius of 150.00 feet and an arc length of 236.35 feet to a point of tangency;

Thence, South 48° 35' 14" East, 1298.96 feet to a point for corner;

Thence, South 46° 39' 53" East, 2205.36 feet to the beginning of a curve;

Thence, along the arc of a curve to the left, said curve being subtended by a central angle of 62° 24' 12", having a radius of 250.00 feet and an arc length of 272.29 feet to a point of tangency;

Thence, North 70° 55' 54" East, 1845.19 feet to a point for corner;

Thence, South 85° 41' 03" East, 531.98 feet to a point for corner;

45.299 Acres

February 26, 1985
Job No. 329-0130-19

Thence, North 79° 41' 43" East, 45.69 feet to a point for corner in the common line of the aforementioned 695.019 acres and FM 2977 (varying width);

Thence, with said common line South 02° 35' 19" West, 40.37 feet to a point for corner;

Thence, leaving the west line of FM 2977 and with the southeasterly line of the aforementioned 695.019 acres, South 41° 06' 46" West, 276.22 feet to a point for corner;

Thence, leaving said southeasterly line, North 85° 41' 03" West, 360.22 feet to a point for corner;

Thence, South 70° 55' 54" West, 1793.46 feet to the beginning of a curve;

Thence, along the arc of a curve to the right, said curve being subtended by a central angle of 62° 24' 12", having a radius of 500.00 feet and an arc length of 544.57 feet to the point of tangency;

Thence, North 46° 39' 53" West, 2201.17 feet to a point for corner, same being a re-entrant corner of the aforementioned 695.019 acres;

Thence, with a southerly line of said 695.019 acres North 48° 35' 14" West, 1696.72 feet to the POINT OF BEGINNING and containing 45.299 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

ADDENDUM TO RIGHT OF WAY EASEMENT EXECUTED AND DELIVERED BY HOMECRAFT ENTERPRISES CORPORATION TO FORT BEND COUNTY DRAINAGE DISTRICT

Grantor also hereby reserves unto itself and its successors and assigns the right, at any time and from time to time, (i) to construct, install, maintain, operate, repair, replace or remove roads, driveways, sidewalks, fences, utility lines, mains, bridges and other facilities and structures of any type and nature whatsoever over, under, upon and across the real property encumbered by the easement granted herein; and (ii) to grant to others the right to engage in any of the foregoing activities; provided, however, that (a) such reserved rights shall be exercised in a manner that will not impede the District's access to the easement granted herein or otherwise materially interfere with the District's right to use the same for drainage and flood control purposes, and (b) Grantor shall obtain the consent of the District with respect to any such construction or development activities prior to commencing the same, which consent shall not be unreasonably withheld or delayed.

First South Savings Association, a Texas savings and loan association ("First South"), the owner and holder of that certain promissory note dated October 25, 1984, in the original principal amount of Four Million Five Hundred Sixty-Nine Thousand and No/100 ($4,569,000.00) Dollars (the "Note"), executed and delivered by Grantor to First South, the Note being secured by, among other instruments, a Deed of Trust, Security Agreement and Assignment of Rents of even date therewith (the "Deed of Trust"), executed and delivered by Grantor to Bill E. King, Trustee, conveying unto said Trustee, among other properties more particularly described therein, the real property encumbered by the easement granted herein, recorded in the Official Records of Fort Bend County, Texas, under Clerk's File No. 55211, has joined in the execution hereof to evidence its consent to the terms and conditions contained in this instrument, and First South does hereby subordinate all liens securing payment of the Note to the easement granted herein such that the liens securing payment of the Note shall be and remain inferior and subordinate in all respects to the easement granted herein.

SIGNED FOR IDENTIFICATION:

HOMECRAFT ENTERPRISES CORPORATION

By: W.M. Hayes
Name: W.M. HAYES
Title: SR. V.P.

FIRST SOUTH SAVINGS ASSOCIATION

By: Phil Pleasant
Name: PHIL PLEASANT
Title: SENIOR VICE PRESIDENT

Meyer-1:DNG/38:ep:2/27/85

00378

0026

RELEASE OF EASEMENT

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

THAT, for the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration in hand paid to FORT BEND COUNTY DRAINAGE DISTRICT, a body corporate and politic under the laws of the State of Texas (the "Holder"), the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the granting of even date herewith by Homecraft Enterprises Corporation, a Texas corporation ("Homecraft"), of an easement two hundred fifty (250') feet in width over, under, upon and across a tract or parcel of land containing 45.299 acres of land owned by Homecraft and located in Fort Bend County, Texas, said 45.299 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes, the present owner and holder of that certain easement granted to Holder pursuant to the terms of that certain instrument styled "Right of Way Deed" dated July 1, 1952, recorded in Volume 319, at Page 68 of the Deed Records of Fort Bend County, Texas (the "Easement"), to which Easement and the record thereof reference is made for all purposes; Holder, the owner and holder of the Easement at the date of execution and delivery hereof, does hereby FOREVER RELEASE, RELINQUISH, ABANDON AND DISCHARGE the Easement and does hereby declare that the Easement is of no further force or effect.

EXECUTED AND DELIVERED the ___ day of _____, 1985.

FORT BEND COUNTY DRAINAGE DISTRICT

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 1985, by _____, _____ of FORT BEND COUNTY DRAINAGE DISTRICT, a body corporate and politic under the laws of the State of Texas, on behalf of said Drainage District.

_____
Notary Public in and for
the State of Texas
Print or
Type name:_____
My commission expires:_____

00380

February 25, 1985
Job No. 329-0130-19

00326

EXHIBIT "A"

DESCRIPTION OF
EASEMENT AND RIGHT-OF-WAY
FOR THE REALIGNMENT OF
A PORTION OF DRY CREEK
FORT BEND COUNTY, TEXAS

Being 45.299 acres of land located in the B.B.B. & C. R. R. Co. Survey, Abstract 129 and the S. B. Pentecost Survey, Abstract 378 Fort Bend County, Texas and more particularly being a portion of that certain 695.019 acre tract of land conveyed to Homecraft Enterprises Corporation and described in instrument of record in Volume 1558, Page 15 of the Official Records of Fort Bend County, Texas, said 45.299 acres being more particularly described by metes and bounds as follows;

BEGINNING at the most westerly corner of the aforementioned 695.019 acres;

Thence, with the most westerly line of said 695.019 acres, North 41° 41' 32" East, 1619.86 feet to a point for corner;

Thence, leaving said westerly line, South 08° 25' 37" East, 325.78 feet to a point for corner;

Thence, South 41° 41' 32" West, 1009.02 feet to the beginning of a curve;

Thence, along the arc of a curve to the left, said curve being subtended by a central angle of 90° 16' 47", having a radius of 150.00 feet and an arc length of 236.35 feet to a point of tangency;

Thence, South 48° 35' 14" East, 1298.96 feet to a point for corner;

Thence, South 46° 39' 53" East, 2205.36 feet to the beginning of a curve;

Thence, along the arc of a curve to the left, said curve being subtended by a central angle of 62° 24' 12", having a radius of 250.00 feet and an arc length of 272.29 feet to a point of tangency;

Thence, North 70° 55' 54" East, 1845.19 feet to a point for corner;

Thence, South 85° 41' 03" East, 531.98 feet to a point for corner;

Thence, North 79° 41' 43" East, 45.69 feet to a point for corner in the common line of the aforementioned 695.019 acres and FM 2977 (varying width);

Thence, with said common line South 02° 35' 19" West, 40.37 feet to a point for corner;

Thence, leaving the west line of FM 2977 and with the southeasterly line of the aforementioned 695.019 acres, South 41° 06' 46" West, 276.22 feet to a point for corner;

Thence, leaving said southeasterly line, North 85° 41' 03" West, 360.22 feet to a point for corner;

Thence, South 70° 55' 54" West, 1793.46 feet to the beginning of a curve;

Thence, along the arc of a curve to the right, said curve being subtended by a central angle of 62° 24' 12", having a radius of 500.00 feet and an arc length of 544.57 feet to the point of tangency;

Thence, North 46° 39' 53" West, 2201.17 feet to a point for corner, same being a re-entrant corner of the aforementioned 695.019 acres;

Thence, with a southerly line of said 695.019 acres North 48° 35' 14" West, 1696.72 feet to the POINT OF BEGINNING and containing 45.299 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

00382

0026

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 11, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 4, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Sheriff Gus George, re: (1) Advertise for bids for officers' uniforms for Fort Bend County (2) Consider redesignating utilization of the Sheriff's Dept. pistol range facility as Fort Bend County Law Enforcement Academy and (3) Consider amending Sheriff's Dept. budget to include $15,545 in unappropriated funds towards operation of the Fort Bend County Law Enforcement Academy.

5. Accept and rebudget checks ~~into property & equipment line item~~, District Attorney's budget.

6. Consider abandonment and transfer of a borrow pit from Fort Bend County to 14 Westheimer Limited (in Precinct 3).

7. Accept Willowview Drive, off Politz Rd. Hettie Road in Myska Meadows Subdivision, and roads in Heritage Heights Acres Subdivision into the County Road Maintenance System in Precinct 1.

8. Accept Clodine-Reddick Rd. from Beechnut south to FM-1464 into the County Road Maintenance System in Precinct 3.

9. Consider approval of invoice in the amount of $8,079.86 to Ronald Wedemeyer Associates, Architect for new library project.

10. Consider approval of interlocal agreement between Fort Bend County and Needville Independent School District.

11. Consider an application from Sugar Land Telephone Co. to lay cable along Cabrera Rd. & Maranatha Rd. and under Oil Field Rd. & Maranatha Rd. in Precinct 4.

12. Consider an application from The Training Depot to lay a sewer line under Alley Way running parallel behind Hwy. 90 in Precinct 3.

13. Consider awarding bids previously opened for: (1) Roof repair of County Clerk's Building (2) Half-ton pickup truck for Animal Control Dept. and (3) Metal canopies for Precinct 2 - Needville site.

14. Meet in Closed Session to discuss litigation and personnel matters as authorized by Article 6252-17, Section 2 (e) & (g), Vernon's Texas Civil Statutes.

15. Take action on any items discussed in Closed Session.

16. 1:30 p.m. - Open bids for the following: (1) One high density mobile storage system "Spacesaver HC-1D" (or equal) mechanically assisted type and (2) One 12-ton capacity rear loading ramp-type tandem trailer.

17. 1:30 p.m. - Drainage District Board will convene. (Separate agenda filed.

18. Adjournment.

FILED FOR RECORD
TIME 2:30 PM
MAR 7 1985
Elaine Tilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 7, 1985 at 2:40 p.m. by M. Lyndsey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 11, 1985
1:30 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, March 11, 1985 at 1:30 p.m. to consider the following:

1. Discuss monthly drainage report.

2. Adjournment.

FILED FOR RECORD
TIME 2:30
MAR 7 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, Chairman

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 7, 1985 at 2:40 p.m. by J. Landrey.

REGULAR SESSION

BE IT REMEMBERED That on this 11TH day of March, 1985 Commissioner's Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF MARCH 4, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried with Commissioner Pustka absent for vote, it is ordered that minutes of March 4, 1985 be approved with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried with Commissioner Pustka absent for vote, it is ordered that to approve changes in Depository Pledge Contracts as follows:

Sugar Creek Bank to release $90,000, City of Stafford Cert. of Obligation, receipt # 374531, due date 3/1/85

Sugar Creek Bank to release $145,000, Longview Tx. G.O. Bd., receipt #357358, due date 6/15/85

Republic Bank of Richmond to release $300,000 U.S. Treasury Bills, due 1/20/86 receipt #13958

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. SHERIFF GUS GEORGE, RE: (1) ADVERTISE FOR BIDS FOR OFFICERS' UNIFORMS FOR FORT BEND COUNTY (2) CONSIDER REDESIGNATING UTILIZATION OF THE SHERIFF'S DEPT. PISTOL RANGE FACILITY AS FORT BEND COUNTY LAW ENFORCEMENT ACADEMY AND (3) CONSIDER AMENDING SHERIFF'S DEPT. BUDGET TO INCLUDE $15,545 IN UNAPPROPRIATED FUNDS TOWARDS OPERATION OF THE FBC LAW ENFORCEMENT ACADEMY:

Sheriff Gus George, re: advertise for bids for officers' uniforms for Fort Bend County:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka absent for vote, it is ordered to advertise for bids for officers' uniforms for Fort Bend County.

Sheriff Gus George, re: consider redesignating utilization of the Sheriff's Dept. pistol range facility as Fort Bend County Law Enforcement Academy:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to redesignate utilization of the Sheriff's Dept. pistol range facility as Fort Bend County Law Enforcement Academy.

c/c 3-11-85

00385

0026

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Sugar Creek

Release $ 90 000.00 ,

City of Stafford
Certificates of Obligation

Receipt # 374531

Due Date 3/1/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $ _____ ,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Sugar Creek

Release $ 145 000.00 ,

Longview TX G.O. Bd

Receipt # 357358

Due Date 6/15/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $ _____

_____ ,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____ ,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $ _____

_____ ,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____ ,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $ _____ ,

_____

Receipt # _____

Due Date _____

00386

0026

c/c
3-11-85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
Republic Bank Richmond

(2)

RELEASE $ 300000 U.S.

TREASURY BILLS DUE 1-17-86

RECEIPT # 13958.

RELEASE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

PLEDGE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

PLEDGE $_____ U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

Sheriff Gus George, re: consider amending Sheriff's Dept. budget to include $15,545 in unappropriated funds towards operation of the Fort Bend County Law Enforcement Academy:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend Sheriff's Dept. budget to include $15,545 in unappropriated funds towards operation of the Fort Bend County Law Enforcement Academy. Funds to be placed in a special fund.

5. ACCEPT AND REBUDGET CHECKS INTO PROPERTY & EQUIPMENT LINE ITEM, DISTRICT ATTORNEY'S BUDGET:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept $4,470.39 and rebudget checks into the following, District Attorney's budget: (Recorded in minutes in full)

Conferences	$ 218.00
Law Books	$ 94.75
Fees & Services	$ 4,157.64
TOTAL	$ 4,470.39

6. CONSIDER ABANDONMENT AND TRANSFER OF A BORROW PIT FROM FORT BEND COUNTY TO 14 WESTHEIMER LIMITED (IN PRECINCT 3):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve abandonment and transfer of a borrow pit and easements from Fort Bend County to 14 Westheimer Limited in Precinct 3. (Recorded in minutes in full)

Jim Hines, Agent representing this land transaction request was present.

7. ACCEPT WILLOWVIEW DRIVE (OFF PULTAR RD.), HETTIE ROAD IN MYSKA MEADOWS SUBDIVISION, AND ROADS IN HERITAGE HEIGHTS ACRES SUBDIVISION INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Postponed until a later date.

8. ACCEPT CLODINE-REDDICK RD. FROM BEECHNUT SOUTH TO FM-1464 INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Clodine-Reddick Rd. from Beechnut South to FM-1464 (approximately 3,500 linear feet) into the county road maintenance system in Precinct 3. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $8,079.86 TO RONALD WEDEMEYER ASSOCIATES, ARCHITECT FOR NEW LIBRARY PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $8,079.86 to Ronald Wedemeyer Associates, Architect for new library project.

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND NEEDVILLE INDEPENDENT SCHOOL DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and Needville Independent School District. (Recorded in minutes in full)

00388

0026

$218 -	0701	Conferences	(refund)	
$94.75 -	1063	Law Books	(refund)	
23.00				
310.80				
446.24				
3377.60				
$4157.64		4010	Fees & Services	(reimbursement for witness fee claims)

Total Fees & Services

Grand Total $4470.39

#6
00389

0026

QUITCLAIM DEED

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

That the County of Fort Bend, State of Texas, for and in the consideration of the sum of Ten Dollars ($10.00) in hand paid by Grantee, herein named, the receipt of which is hereby acknowledged, has quitclaimed, and by these presents do quitclaim unto M. L. Randall, of the County of Harris, State of Texas, all of the right, title and interest in and to the following described real property situated in Fort Bend County, Texas, to-wit:

> An easement for the purpose of opening, constructing, and maintaining a borrow pit in, along and across Tract Thirty-four (34) conveyed to Fort Bend County by instrument dated July 8, 1938, recorded in Volume 175, page 519, of the Deed Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD all of the right, title and interest in and to the above described property and premises unto the said Grantee, his heirs and assigns forever, so that neither the Grantor nor its legal representative or assigns shall have, claim, or demand any right or title to the aforesaid property, premises or appurtenance of any part thereof.

EXECUTED this _____ day of _____, 1985.

FORT BEND COUNTY

By: _____

Jodie E. Stavinoha, County Judge

ATTEST:

_____

Dianne Wilson, County Clerk

00390

0026 THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared JODIE E. STAVINOHA, County Judge of Fort Bend County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 1985.

_____

Notary Public in and for

Fort Bend County, Texas

00391

CGS ENGINEERING, INC.

0026

March 11, 1985

Commissioner Alton B. Pressley
Fort Bent County
1809 Eldridge
Sugarland, Texas 77478

Reference: Clodine Reddick Road
CGS Job No. 3140

Dear Commissioner Pressley:

On behalf of Homecraft Land Development, Inc., we respectfully request that the County of Fort Bend accept the approximately 1,650 linear feet of Clodine Reddick south of the Beechnut intersection to F.M. 1464 into the County's system for maintenance.

The roadway construction was completed during July, 1982.

Sincerely,

CGS ENGINEERING, INC.

Howard A. Jacobson

HAJ/ep

/1745

6234 RICHMOND AVE. • SUITE 100 • HOUSTON, TEXAS 77057 • 713/783-9040

00392

(8)

0026 CGS ENGINEERING, INC.

March 4, 1985

Commissioner Alton B. Pressley
Fort Bent County
1809 Eldridge
Sugarland, Texas 77478

Reference: Clodine Reddick Road
CGS Job No. 3140

Dear Commissioner Pressley:

On behalf of Homecraft Land Development, Inc., we respectfully request that the County of Fort Bend accept the approximately 3,500 linear feet of Clodine Reddick north of the Beechnut intersection to F.M. 1464 into the County's system for maintenance.

The roadway construction was completed during July, 1982.

Sincerely,

CGS ENGINEERING, INC.

Howard A Jacobson

Howard A. Jacobson

HAJ/ep

/1744

6234 RICHMOND AVE. • SUITE 100 • HOUSTON, TEXAS 77057 • 713/783-9040

00393 (12)

0026

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT

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

WHEREAS, the District desires the County assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

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

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

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

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

Now, therefore, the County and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.

c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the District agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.

6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminated on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 20th day of February, 1985.

Needville Independent School District

Chairman of Trustees

ATTEST:

Secretary

SIGNED this 11 day of March, 1985.

County of Fort Bend

County Judge

ATTEST:

County Clerk

11. CONSIDER AN APPLICATION FROM SUGAR LAND TELEPHONE CO. TO LAY CABLE ALONG CABRERA RD. & MARANATHA RD. AND UNDER OIL FIELD RD. & MARANATHA RD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Sugar Land Telephone Co. to lay cable along Cabrera Rd. & Maranatha Rd. and under Oil Field Rd. & Maranatha Rd. in Precinct 4. (Recorded in minutes in full)

12. CONSIDER APPLICATION FROM THE TRAINING DEPOT TO LAY A SEWER LINE UNDER ALLEY WAY RUNNING PARALLEL BEHIND HWY. 90 IN PRECINCT 4:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept application from the Training Depot to lay a sewer line under Alley Way running parallel behind Hwy. 90 in Precinct 4. (Recorded in minutes in full)

13. CONSIDER AWARDING BIDS PREVIOUSLY OPENED FOR (1) ROOF REPAIR OF COUNTY CLERK'S BUILDING (2) HALF-TON PICKUP TRUCK FOR ANIMAL CONTROL DEPT. AND (3) METAL CANOPIES FOR PRECINCT 2 -NEEDVILLE SITE:

Consider awarding bid previously opened for roof repair of County Clerk's building:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid to N M C & Company to repair roof on County Clerk's building at a cost of $14,000.00. Funds to come from Capitol Improvement. (Recorded in minutes in full)

Consider awarding bid previously opened for half-ton pickup truck for Animal Control Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid to LaMarque Ford for ½ ton pickup truck for Animal Control in the amount of $9,364.04. Funds to come from Animal Control budget. (Recorded in minutes in full)

Consider awarding bid previously opened for metal canopies for Precinct 2- Needville site:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to Southwest Concrete Construction for one metal canopy to include foundation, sumps and drain pipes for a total of $57,219.60. Funds to come from Precinct 2. (Recorded in minutes in full)

14. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

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

No action taken.

RECESS:

Commissioners' Court recessed at 11:40 a.m.

RECONVENE:

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

00397 (12)

00026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11 day of March, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Telephone Company dated March 6, 1985, permit no. 80640 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 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 Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Picked up copies 3/12

00398

0026

Appl. # 80640

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

3-7-85

Date

/ (1) Complete Application Form

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

/ b. Map or plat showing course or direction

/ c. Plans and specifications.

/ (2) Bond

/ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

SUGAR LAND TELEPHONE COMPANY

POST OFFICE BOX 650 • SUGAR LAND, TEXAS 77487
713-494-2121

MARCH 06 85

TO :Mr. Baker
Ft. Bend County Engineer
3403 Ave. F
Rosenberg, TX

FROM :R. Pike
Sugar Land Telephone Company

Attached you will find, in quintuplicate, the permit application which we discussed yesterday.

I asked my supervisor about a bond and was told that we do have a perpetual bond on file with the county.

With regard to right-of-way widths in the area; field conditions would appear to justify our shared supposition that, Oil Field Rd. is 80 feet wide, Cabrera Dr. is 80 feet wide from Oil Field Rd. to Maranatha Farms, Cabrera Dr. and Maranatha Dr. are both 60 feet wide inside Maranatha Farms.

In the North-South run of Maranatha Dr. the fence is not nearly as close to the road as I had thought and is, in fact, in a good location to approximate the right-of-way line.

We do appreciate your cooperation in this matter.

Robert B. Pike
Engineer O.S.P.

00400

0026 SLT **SUGAR LAND TELEPHONE COMPANY**

POST OFFICE BOX 650 • SUGAR LAND, TEXAS 77487
713-494-2121

MARCH 12, 1985

TO: THE CLERK OF FT. BEND COUNTY
RICHMOND, TX

RE: SUGAR LAND TELEPHONE COMPANY LICENSE BOND

THE SUGAR LAND TELEPHONE COMPANY WILL, FROM TIME TO TIME, NEED TO SUBMIT PERMIT APPLICATIONS TO THE COMMISSIONERS COURT TO GAIN US PERMISSION TO DO WORK WITHIN COUNTY RIGHTS-OF-WAY AND DITCHES. THE COURT REQUIRES THAT WE BE BONDED TO PROTECT THE COUNTY FROM ANY DAMAGE WE MIGHT DO.

SUCH A PERMIT APPLICATION WAS SUBMITTED FOR THE COURT'S APPROVAL AT ITS SESSION OF MARCH 11, 1985. IT WAS DISCOVERED THAT THE BOND PREVIOUSLY DELIVERED TO THE COUNTY COULD NOT BE FOUND. PARTIAL DUPLICATE DOCUMENTATION FOR THE BOND WAS PROVIDED AND, ON THE COUNTY ENGINEER'S RECOMMENDATION, THE PERMIT APPLICATION WAS APPROVED. WE ASSURED THE COUNTY ENGINEER THAT THE REMAINDER OF THE BOND DOCUMENTS WOULD BE PROVIDED AS SOON AS POSSIBLE.

ATTACHED TO THIS LETTER ARE DUPLICATE ORIGINALS OF ALL THE DOCUMENTS REQUIRED TO DEMONSTRATE THE CURRENCY OF OUR BOND. PLEASE FILE THESE DOCUMENTS IN THE OFFICIAL COUNTY RECORDS AND ADVISE ME OF THE CLERK'S FILE NUMBER. WE WILL RETAIN OUR OWN RECORD OF THE SAME DOCUMENTS AND WILL REFER TO THE COUNTY CLERK FILE NUMBER IN FUTURE PERMIT APPLICATIONS.

IT IS OUR INTENTION TO RENEW THIS BOND YEARLY. ONCE EACH YEAR WE WILL SUBMIT TO YOU A RENEWAL CERTIFICATE FOR SIMILAR RECORDING.

THANK YOU;

ROBERT B. PIKE
ENGINEER D.S.P.
SUGAR LAND TELEPHONE COMPANY

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

0026

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80640

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Oil Field Rd.	at Cabrera Dr.	80 feet	X			
Maranatha Dr.	approximately 875 ft. E. of the W. end of the road	60 feet	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Cabrera Dr.	at Oil Field Rd.	Maranatha Dr.	approx. 1230 feet
Maranatha Dr.	at Cabrera Dr.	W. end of road	approx. 4400 feet

General Description

Buried telephone cable will originate at the northeast corner of the intersection of Oil Field Rd. and Cabrera Dr. and will extend west, then north, then west again along the north and east sides of Cabrera Dr. and Maranatha Dr. The cable will continue to the end of Maranatha Dr. and wrap around the cul-de-sac at that point. One bore will be made across Oil Field Rd. at the beginning of the project and one bore will be made across Maranatha Dr. approximately 875 ft. E. of the west end cul-de-sac.

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

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

NOTICE

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

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

COMPANY NAME: Sugar Land Telephone Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Robert G. Pike
(Signature)

NAME & TITLE Robert G. Pike, Engineer O.S.P.
(Please Print)

DATE: March 6, 1985
ADDRESS P.O. Box 650
(Street/P.O. Box)

Sugar Land, Texas 77487
City State Zip

TELEPHONE NO: (713)490-9439 or (713)446-0962

00402

(12)

0026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11 day of March, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of The Training Depot dated March 7, 1985, permit no. 80641 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County. Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kolm
Deputy

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

00403

Appl. # 80641

0026

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

3-7-85

Date

/ (1) Complete Application Form

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

/ b. Map or plat showing course or direction

/ c. Plans and specifications

/ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

check #50.00

00404

0026

Pay to the Order of

CHECK

THE TRAINING DEPOT
"A KIDS STOP"
1120 A HIGHWAY 90 A 341-5517
RICHMOND, TEXAS 77469

172

3-8 19 85 88-1165 / 1131

Fort Bend County | $ 50.00

Fifty dollars and no/100 Dollars

FIRST NATIONAL BANK
OF MISSOURI CITY
P.O. BOX 669 MISSOURI CITY, TEXAS 77459

For _____ Signed Judy R. Lemmon

⑈000172⑈ ⑆113111653⑆ 10054804⑈

Deposit in trust fund

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

00405

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80641 0026

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	OPEN CUT-IN & IN CASED: Cased
(20' ALLEY) UTILITY EASEMENT	150' SE	20'				✓

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

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

General Description

TO LAY A CASED SEWAGE PIPE FROM ONE LOT TO ANOTHER - IN ORDER TO EXPAND SEPTIC SYSTEM FOR DAY CARE CENTER - MATERIALS - 6" STEEL PIPE W/4" PVC PIPE INSIDE

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

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

NOTICE

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

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

COMPANY NAME: THE TRAINING DEPOT
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Judy R. Lemmon
(Signature)

NAME & TITLE JUDY LEMMON-OWNER
(Please Print)

DATE: 3-7-85
ADDRESS 1120A HWY 90A
(Street/P.O. Box)

RICHMOND TEX 77469
City State Zip

TELEPHONE NO: 499-5517

(13)

PURCHASING DEPARTMENTS ANALYSIS OF BIDS FOR ROOF REPAIR TO COUNTY CLERK'S OFFICE

COMPANY	BID	BEGIN	COMPLETE	WARRANTY INFO	NOTES
N M C & COMPANY 12770 Rodeo Sq Drive Suite 2310 Houston, TX 77072	$14,000.00	Date Awarded +15 days	30 days after Awarded	No Exceptions Taken	5% Bond came in with bid.
DAVCO Home Services 916 1st St. Rosenberg, TX 77471	$15,900.00	Date Awarded +5 days	14 days after Awarded	Two (2) year warranty Specified	No Bond Submitted Bid not signed

John J. Hammett
Purchasing Agent

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BIDDER: N M C & Company.

COMPANY ADDRESS: 12770 Rodeo sq.Drive Suite 2310. Houston 77072.

COMPANY PHONE NUMBER: 713-530-6484.

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DESCRIPTION OF ITEM(S) BEING BID: Built up roof modification.

BID PRICE: Fourteen Thousand and no cents.($14000.00)

ARE ALL SPECIFICATIONS MET IN THEIP ENTIRETY? X YES _____ NO

IF NOT, PLEASE EXPLAIN: --

AUTHORIZED SIGNATURE: Arun C. Desai. DATE: 2-14-85

(NAME PRINTED): Arun C.Desai.

BID FORM

FORT BEND COUNTY MON., FEB. 18, 1985 - 1:30 P.M.

0026 BUILT-UP ROOF MODIFICATION FOR FORT BEND COUNTY CLERK'S OFFICE

Please print or type all information.
Please complete and return in duplicate.

Bids to be returned to the County Judge's office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469, by 1:30 P.M. on the date of opening.

==========

Gentlemen:

The undersigned bidder has carefully examined this Proposal, the Specifications and also the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, materials, tools, service and other means of construction to complete all the work upon which he bids, as provided by the Specifications and Drawing and binds himself on acceptance of his Proposal to execute a Contract for performing and completing the said work within the time specified, as required by the Specifications for the following:

LOCATION: Fort Bend County Clerk's Office, Richmond, Texas

ROOF MODIFICATION, NORTH PORTION:

1. Approximately 5,300 square feet of roof.

2. See Drawing 8433 for job limits.

3. Specifications.

PART 1 - GENERAL

A. SUBMITTALS:

(1) Manufacturer's Literature:

a. Three weeks prior to the start of roofing work, submit triplicate copies of roofing manufacturer's printed specifications and installation instructions for Engineer's review.

b. Roofing Bond and Warranty:

b.1. General Contractor to submit written warranty for a period of two years from date of acceptance.

b.2. Warranty shall include roofing and base flashing and shall include the cost of labor and materials for the immediate correction of failures occurring within the warranty period.

b.3. Provide Owner with a 10-year roofing bond.

c. Reference Specifications: Roofing ans base flashing shall be installed in strict accordance with roofing manufacturer's current published specifications for roof deck material specified hereinafter.

PART 2 - PRODUCTS

A. MATERIALS:

(1) Built-Up Roof Type:

a. Gravel-surfaces, rag felt built-up roof; CELOTEX 80-GA-1-C; John-Manville "Aquadam"; or G.A.F.

a.1. Material used in built-up roofing and base flashing, including types, qualities and quantities, shall be not less than those required by manufacturer's specification.

a.2. Roof Insulation: 1" insulation board.

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a.3. Modification: If contractor or roofing manufacturer require modifications to these specifications in order to comply with roofing details and roof guarantee requirements, such modifications shall be submitted to Engineer for review prior to performing the work.

b. Roof Flashing: Lexsuco RF 50 mil flashing or equal.

c. Aggregate:

c.1. Size shall be ¼" to and including 5/8", 400 lbs/square.

c.2. Aggregate shall be washed clean and shall be free of all dust, dirt and other foreign matter.

c.3. Shall be dry when applied.

c.4. Prior to application, submit samples of proposed aggregate for Engineer's review.

d. Provide non-corrosive grating over existing roof drains; 3 required.

PART 3 - PROCEDURES

A. GENERAL:

(1) Notify Engineer prior to starting work on this Section.

(2) Commencing work will be construed as contractor's acceptance of surfaces to receive work specified in this Section and responsibility for results obtained.

(3) At no point in the progressive application of this work shall felt be allowed to touch felt.

(4) Roof Deck: Shall be dry, smooth and clean. No roofing shall be applied to decks unless deck is completely dry. If roof decks receive rain during this period or at any time prior to application of roofing, allow roof decking to completely dry before applying roofing. Inspect roof decking prior to commencing roofing.

(5) Bitumen: Bitumen shall be heated no higher than maximum temperature specified by manufacturer, in kettles which have working thermometers attached to them.

(6) Install roofing and flashing in strict accordance with roofing manufacturer's specifications.

B. APPLICATION:

(1) Vacuum up all loose aggregate from total area of roof.

(2) Lay 1" insulation board over complete area and proceed with steps 3, 4, 5, & 6.

(3) Roof Edges:

a. At roof edges, provide one continuous layer 18" wide reinforced kraft paper, laid in solid coating of plastic cement, covering joint between deck and wood edge nailer, and overlapping edge of roof. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement.

b. At metal gravel stopped edges, sheet metal flashing shall be installed over the wrapped kraft pages and set in solid coating of plastic cement, nailed, and 3 layers of 15 pound asbestos felt mopped in place to form a minimum 16" wide continuous flashing strip over the sheet metal flashing.

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(4) Roof Openings: At roof openings, vents, stacks, etc., through roofs, provide one continuous layer of 18" wide reinforced kraft paper, laid in solid coating of plastic cement and overlapping edge of opening, prior to installation of built-up roofing felts. After roofing felts are in place, wrap kraft paper over felts and set in solid coating of plastic cement. Sheet metal flashing shall be installed over this, set in solid coating of plastic cement and nailed as necessary to hold firmly in place. Follow with three layers of 15 pound asbestos felt mopped in place to form a minimum 16" thick wide continuous flashing strip over the sheet metal flashing.

(5) Roof Fixture Curbs: At flashing for roof fixture curbs and/or base flashing, install flashing in accordance with drawings and CELOTEX specifications.

(6) Flood Coat and Aggregate: Bitumen flood coat shall consist of not less than 70 pounds per 100 sq. ft., and shall be poured on and not mopped. Apply aggregate while bitumen is still hot. All aggregate shall be raked out smooth and even, leaving no visible terrace effect and no exposed asphalt.

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job with the Engineer, and will perform all the specified work to provide a first class job, and that I agree to begin work within 15 days after being awarded the Contract, and will complete the work within 30 days after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor.

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percent (5%) of the total amount bid payable without recourse to the order of Fort Bend County, or a Proposal Bond in the same amount from a reliable surety company, as a guarantee the Bidder, if awarded the bid, will furnish the items bid within the tiem specified.

WARRANTY INFORMATION: See Submittals "A-2".

BID PRICE Fourteen thousand dollars and no cents..... $14,000.00

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

BIDDER: N M C & Company

DATE: 2-14-85.

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Allied Fidelity
Insurance Co.
Indianapolis, Indiana

BID OR PROPOSAL BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, NMC and Company

as Principal, and ALLIED FIDELITY INSURANCE CO., of Indianapolis, Indiana, as Surety, are held and firmly bound unto

Fort Bend County, Texas

as Obligee, in the penal sum of Five Per Cent of the Greatest Amount Bid ----------

($ 5% GAB) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 18th day of February, 19 85.

WHEREAS, the said Principal is herewith submitting a proposal for Roof Modifications at Fort Bend County Clerk's office

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal shall execute a contract and give bond for the faithful performance thereof within Ten (10) days after being notified in writing of the award of such contract to Principal, or if the Principal, or Surety shall pay the Obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the Obligee and a third party, may exceed the amount bid by Principal, then this obligation shall be void; otherwise, it shall remain in full force and effect.

NMC and Company
(Principal)

By: _____
Title

ALLIED FIDELITY INSURANCE CO.

By: J. F. Spence
J. F. Spence, Jr. *Attorney-in-Fact*

FS-27 4-72

PURCHASING DEPARTMENTS ANALYSIS ON ½ TON PICKUP FOR ANIMAL CONTROL OFFICER

VENDOR	BID PRICE	MODEL	ENGINE	DELIVERY	REMARKS
CHUCK DAVIS CHEV.	$9577.90	85 Chev ½ton	305 V8	45 Days	No Good faith deposit submitted as required by specifications.
√ LAMARQUE FORD	$9364.04	85 Ford F150-133	302 V8 FI	90 Days	5% Good faith deposit submitted of $468.20.

According to the analysis performed by the Purchasing Department it is recommended that LaMarque Ford be awarded the bid on the ½ ton pickup. LaMarque Ford had the lowest and best bid, met all specification, including the 5% good faith deposit. Chuck Davis Chevrolet did not submit good faith deposit.

#13

Gilbert D. Jalomo, Jr.
Purchasing Assistant

00112 0026

CASHIER'S CHECK

MBank Houston N.A.
A Momentum Bank
PO Box 2629 Houston Texas 77252

No. E44860413
0026
35 6
1130

PURCHASER ***LAMARQUE FORD OF TEXAS INCORPORATED***

DATE MAR 1 85 ***3-01-85***

PAY TO THE ORDER OF ****FORT BEND COUNTY****

$***468.20***

MBANK HOUSTON 468 20 CTS

Two signatures required $50 000 and above

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

AUTHORIZED SIGNATURE

⑈448897⑈ ⑆113000065⑆ 9 009 318⑈

TRUCK, PICKUP HALF-TON 4X2 REAR WHEEL DRIVE 8 FOOT BED

SPECIFICATIONS:

1. Make and Model? (Must be new.) 1985 Ford F150-133 P/U
2. Engine? (302 minimum CID V8, standard carburator, in-line fuel filter, standard fuel pump.) 302CID changed to a Fuel Injection Eng.
3. Fuel type (gasoline).
4. Heavy duty shocks.
5. GVW Rating (Min 6,100 LBS including extra capacity rear springs, HD front springs, and front and rear stabilizer bars.
6. Type tires (5ply, P235/70R15 black wall truck tires. Same full size spare tire (5 total tires) jack, handle and lug wrench.) 5- P235/75R X15XL Black side wall tires
7. Type wheels (Truck type 15 inch.)
8. Factory installed fresh type heater, defroster and air conditioning largest available for model offered.)
9. Cigarette lighter and ash receiver.
10. Power steering.
11. Rear step bumper.
12. AM radio. (AM/FM radio acceptable)
13. Inside dome light.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 9364.04 Each F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 90 calendar days after acceptance of Bid by the Fort Bend County Commissioners's Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days. Alternate Bid - 4.9 Liter - 6 cyl. $8619.59 Each

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Lamarque Ford of Texas 4410 Westheimer Rd. Houston, Texas 77027	John Hasenkampf	3/1/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
John Hasenkampf Fleet Mgr.	John Hasenkampf 713-850-8255

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

County Clerk
Dianne Wilson

00414

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TRUCK, PICKUP HALF-TON 4X2 REAR WHEEL DRIVE 8 FOOT BED

14. Factory installed tinted glass all around.

15. Vehicle to be equipped with 80 amp alternator and transistorized regulator and electronic ignition system. HD battery 12-volt, 63 amp-hour.

16. Speedometer and odometer calibrated to tire size.

17. Safety package including: padded dash, day-night inside rear-view mirror, outside 6X9 left and right rear-view mirrors, backup lights, turn signals and hazard flashers, retractable seat belts, dual padded sunvisors, high note horn.

18. Vehicle will be painted standard factory white.

19. Two (2) speed windshield wipers with electric windshield washer.

20. Dry type air cleaner.

21. Engine oil filter with replaceable spin-on element.

22. Brakes shall be disc on front, drum on rear, power assisted heavy duty type.

23. Differential ratio shall be 3:00 to 1. Natl 3.08 to 1

24. Coolant shall be ethylene glycol/water mixture protected to 0° Fahrenheit or lower.

25. Body of bed shall be smooth with no step side.

26. Fully automatic transmission with a minimum of three (3) speed in DRIVE.

27. Vehicle shall have HD transmission cooling system.

28. Bed of truck must be of not less than 8 feet in length.

29. Vehicle shall have standard undercoating.

30. Two (2) wheel rear drive power train is sole type satisfactory.

31. State of Texas safety inspection sticker.

32. Delivery date shall be no later than 120 days from the date of selection of successful bidder.

All bids must be accompanied by a Certified or Cashier's Check in the amount of five percent (5%) of the total amount of bid. No Bidder's Bond will be accepted. No proposal may be withdrawn for a period of sixty (60) days after receipt of bids except with approval of the Fort Bend County Purchasing Agent.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Lawrence Ford of Texville		

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PURCHASING DEPARTMENTS ANALYSIS ON METAL CANOPIES PRECINCT #2
NEEDVILLE SITE

It is recommended that Southwest Concrete Construction, Inc. be awarded the bid on the Metal Canopies for Fort Bend County Precinct #2, Needville Site at a total low bid of $57,219.60.

Southwest Concrete Construction, Inc.	
Canopies with foundation.	$41,524.25
Concrete slabs, sumps and drain pipe.	$15,695.35
Total Bid.	$57,219.60

Second lowest bidder was Henry Brothers, Inc. with a total bid of $63,423.00

Henry Brothers, Inc.	
Canopies with foundation.	$49,770.00
Concrete slabs, sumps and drain pipe.	$13,653.00
Total Bid.	$63,423.00

John J. Hammett
Purchasing Agent

Bid Tabulation

Fort Bend County

Metal Canopies For Fort Bend County Precinct 2 Needville Site

Mon., Feb. 4, 1985 - 1:30 P.M.

Company	Begin Work	Complete Work	Warranty Information	Bid Price For Canopies With Foundation	Bid Price For Concrete Slabs, Sumps & Drain Pipe
Champion Fence Co. 2106 Ave. I Rosenberg, TX 77471 341-0998 Emil J. Krejci	---	---	---	no bid on canopies Note: A bid of $10,009.00 was submitted. No specs were finalized on this fence and no bids were officially taken.	---
Industrial Design & Construction P. O. Box 518 Fulshear, TX 77441 346-1317 Clem Kotzur, Jr.	within 30 days after award of contract	within 90 days after award of contract	All std warranty of manufactured item passed to user but not less than 12 mos from project completion. Industrial Design and Construction warrants for the same period defects in performance, design & fabrication when performed by us.	$66,996.00	included in above price
Ed Meyer Building Co. 9305 Ronda Houston, TX 77074 771-3842 E. L. Meyer	within 15 days after award of contract	within 75 days after award of contract	Workmanship & materials guaranteed for 12 mos from date of occupancy. Metal Building Materials to carry std metal bldg warranties.	$73,371.00	$23,091.00 excludes electrical, bldg & erection
Homestead Builders, Inc Rt. 2, Box 2140 Needville, TX 77461 342-9443 S. H. Garlough	within 10 days after award of contract	within 90 days after award of contract	according to specs	$57,482.00 Option to Office Canopy: you can save $1,100.00+. service from 1st pole away is to be eliminated. Secondary framing is also galvanized.	$10,161.00 By erecting an aluminum canopy Electrical: underground from existing pole that
√ Southwest Concrete Construction, Inc. 10534 Belknap Sugarland, TX 77478 240-2901 Bus Vesterby	within 5 days after award of contract	within 60 days after award of contract	as per plans and specs	$41,524.25	$15,695.35

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00417

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Fort Bend County
Page 1A

Bid Tabulation

Metal Canopies For Fort Bend County Precinct 2 Needville Site

Mon., Feb. 4, 1985 - 1:30 PM

Company	Begin Work	Complete Work	Warranty Information	Bid Price For Canopies With Foundation	Bid Price For Concrete Slabs, Sumps & Drain Pipe
Henry Brothers, Inc. P. O. Box 266 Richmond, TX 77469 342-8733 Jeff Schnurr	within 28 days after award of contract	within 60 days after award of contract	std 1 yr bldrs warranty	$49,770.00 Payment to be made as follows: mthly draws on work completed less 5%	$13,653.00

16. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) ONE HIGH DENSITY MOBILE STORAGE SYSTEM "SPACESAVER HC-1D" (OR EQUAL) MECHANICALLY ASSISTED TYPE AND (2) ONE 12-TON CAPACITY REAR LOADING RAMP-TYPE TANDEM TRAILER:

Open bids for one high density mobile storage system "spacesaver HC-1D" (or equal) mechanically assisted type:

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

A)	Wayne Myers	$ 17,997.00
B)	Advanced Office System	$ 21,184.00
C)	Accu-Data	$ 21,963.94

Open bids for one 12-ton capacity rear loading ramp-type tandem trailer:

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

A)	Hobbs Trailers	$ 7,838.00
B)	Commercial Trailer Sales	$ 9,535.00
C)	Hi-Way Equipment Co.	$ 7,390.00
D)	Fogle Equipment	$ 6,780.00
E)	Mustang Tractor & Equip. Co.	$ 10,802.74

17. 1:30 P.M.-DRAINAGE DISTRICT BOARD WILL CONVENE.(SEPARATE AGENDA FILED):

See attached minutes for Drainage District Board meeting.

18. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 1:50 p.m. Monday, March 11, 1985.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 11TH day of March, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. DISCUSS MONTHLY DRAINAGE REPORT:

   February monthly report was discussed.

2. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 2:10 p.m. Monday, March 10, 1985.

00420

Drainage #1

COUNTY OF FORT BEND

0026

Drainage District

Stanley L. Kucherka, Jr. P. E., Chief Eng. & Mgr.
Blaine Kinnebrew, Asst. Eng. - David W. Jalowy, Asst. to Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

Monthly Report
February, 1985

Work during February consisted of a variety of operations including dirt excavation and disposition, shredding, tractor maintenance, bridge work and the changing of machinery from shredders to herbicide applicators.

A total of eight (8) streams were worked by shredders. Some of these were Gapps Slough, Buffalo Creek, Duval Ditch and Big Creek. A complete list of these streams is included later in this report.

The application of herbicide for the treatment of woody vegetation also ocurred in February. The herbicide chosen to be applied was Banvel 520. This is an oil soluble basal treatment product designed to work during the vegetation's dormant period. It was applied using a spot treatment method using hand held equipment. This method was used because Banvel 520 is a state restricted pesticide that can affect vegetation outside of the target area if not controlled effectively.

During the second week of February we began to bring shredding equipment to our shop to remove the shredder attachments and replace them with herbicide application attachments. Twenty-five (25) tractors are ready to operate now and we are waiting only for weather conditions to improve before we start spraying operations.

The District's bridge crew finished the Pleak Road Bridge across Big Creek during February. With Precinct #1's help the roadway was re-opened for traffic on February 8.

The bridge crew began work on an aerial pipe flume crossing Dry Creek on February 11. This structure will replace an old open channel flume in

a canal used for irrigation purposes. The old structure was an obstruction in the creek because of improper length and the number of pilings supporting it since the stream has been improved to 100-year storm frequency capacity. The new structure will consist of 3 rows of 48" CMP with a length of 107 feet.

Work was completed on the remodelling of the office portion of the former E.M.S. building and the building began being used on February 18. The work area portion is yet to be finished and work is proceeding on that phase now.

Work with the District's heavy equipment was hindered by equipment failures and break-downs. The Fiat Allis FD-20 dozer purchased from the landfill had broken down on January 9. The problem was a total engine failure that was still covered by warranty. Fogle Equipment Co. began work on the machine immediately but was unable to return the machine to us in a running condition as of February 28. The Fiat Allis FD-16 dozer broke down on January 30 with a transmission problem. This machine was repaired in our shop and was ready to run on February 27. Before it leaves our shop, however, it will be completely repainted. The Northwest 9570 dragline was down until February 18 while the centerpin was being replaced by Conley-Lott Nichols Machinery Co. This was a quite involved operation that was authorized by the Commissioners' Court on November 11, 1984 by the acceptance of Conley-Lott Nichols' bid. The Ruston Bucyrus RB-22 Dragline was down until February 12 due to track repairs. This machine was also repainted before it left our shop.

The Northwest 41 dragline dug on Buffalo Creek Lateral I-B-3-d and removed 7,400 cubic yards of dirt during February.

The Ruston Bucyrus RB-22 dragline dug on Turkey Creek I-D below Highway #59. A total of 7,700 cubic yards were removed.

Work began in February on the enlargement of the Sienna Plantation external drainage channel. This work is being done by Rebel Contractors. This is the channel that drains the section of Oyster Creek downstream of its confluence with Flatbank Creek to the Brazos River. Approximately 5,500 cubic yards were removed.

Work also continued on Ditch H upstream of Highway #6. Here, 19,000 cubic yards were removed.

On Rabbs Bayou 35,500 cubic yards were removed, again by Rebel Contractors.

The following chart shows a summary of equipment and where each worked during the month of February.

Shredders

Big Creek II-B	
122	2/7-2/28
127	2/7-2/28
154	2/18-2/28
Buffalo Creek I-B-3	
103	2/7-2/8
120	2/4-2/15
123	2/4-2/15
Duval Ditch II-J	
112	2/4-2/15
118	2/4-2/15
156	2/4-2/15
Fairchild Creek Lateral II-B-10-g-1	
102	2/4-2/5
103	2/4-2/5
Fulshear Creek II-F	
112	2/18-2/28
118	2/18-2/28
156	2/18-2/20
Gapps Slough II-B-10-a	
109	2/4-2/8
119	2/4-2/8
124	2/4-2/8
129	2/4-2/8
142	2/11-2/22
146	2/4-2/8, 2/18-2/22
Quail Run Ditch	
110	2/4-2/5
121	2/4-2/5

00426

Yellow Fork of Buffalo Bayou

105	2/4
113	2/4
116	2/4-2/6

Buffalo Creek Lateral I-B-3-d	
Northwest 41 Dragline	2/1-2/14, 2/21-2/22, 2/28
Cow Creek II-A	
Northwest 9570 Dragline	2/21-2/28
Ditch H	
Fiat Allis FD-30 Dozer	2/1-2/12
Dry Creek II-B-2	
Fiat Allis FD-30 Dozer	2/15-2/28
Dutch John Drop Structure	
LinkBelt LS 128DL Dragline	2/1-2/21
Fiat Allis FD-20 Dozer	2/18-2/20
Caterpillar D-6 Dozer	2/1-2/21
M. C. Otto Road Bridge	
Northwest 41 Dragline	2/25-2/27
Pleak Road Bridge	
LinkBelt LS-98-A	2/1-2/28
Rabbs Bayou II-D	
Fiat Allis FD-20 Dozer	2/4-2/13, 2/21-2/28
International TD-25E Dozer	2/1-2/28
Turkey Creek I-D	
Ruston-Bucyrus RB-22 Dragline	2/12-2/28
Caterpillar D-6 Dozer	2/22
Fulshear Creek	
Precinct #4 Dragline	2/1-2/28

26

0026

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 18, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 11, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Mr. Harold Taylor, Polly Ryon Memorial Hospital, re: request approval of Order consenting to the issuance of bonds by the Harris County Health Facilities Development Corporation and the loan of proceeds for the purpose of providing health facilities within this jurisdiction.

5. Constable Henry Hejl, Precinct 1, re: request approval of one additional full-time deputy.

6. Consider approval of general policy & procedure for contract service by Fort Bend County Animal Control.

7. Consider approval of resolution opposing possible legislation which would require Counties to collect additional funds to be sent to the State of Texas.

8. Consider resolution for condemnation of remaining right-of-way for Highway 36 Bypass.

9. Approve additional switchboard operator and consider transferring switchboard operations from maintenance dept. to a separate budget.

10. Consider approval of pay application #11 in the amount of $466,917 to Warrior Constructors Inc. and invoice in the amount of $2,698.52 to Sanders & Sanders Associates Inc. (interior design) for new library project.

11. File annual salary report for 1985.

12. Advertise for bids for contract mowing for the County.

13. Consider purchase of 12-ton capacity rear loading ramp type tandem trailer and high density mobile storage system "Spacesaver HC-1D" (or equal) mechanically assisted type, from bids previously opened.

14. Meet in Closed Session to discuss personnel matters as authorized by Article 6252-17, Section 2 (g), Vernon's Texas Civil Statutes.

15. Take action on any items discussed in Closed Session.

16. 1:30 p.m. - Open bids for the following: (1) Two lifts, vehicle, twin post, 9000#cap, above ground, chain driven (2) One or more truck, cab and chassis (for dump bed) 48000 GVW (3) Renovation of Fort Bend County Fairgrounds BBQ Building and (4) Umbrella liability insurance - $5 million and $10 million.

17. 1:45 p.m. - Presentation by Dawsey/English Architects regarding new County annex building.

18. Approve bills.

19. Adjournment.

FILED FOR RECORD
TIME 2:55 AM PM
MAR 14 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex on Thursday, March 14, 1985 at 3:00 p.m. by M. Sandry.

ADDENDUM TO AGENDA
OF MONDAY, MARCH 18, 1985

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court Agenda of Monday, March 18th:

ADVERTISE FOR BIDS FOR LIFE INSURANCE FOR INDIVIDUALS AND DEPENDENTS ON AN OPTIONAL BASIS AS A PAYROLL DEDUCTION.

FILED FOR RECORD
AT 8:55 AM PM
MAR 15 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Friday, March 15, 1985 at 9:00 a.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 18TH day of March, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

A letter from Texas Justice Court Training Center was read in court concerning Judge Robert Stahl having completed a twenty hour course in the duties of the office of Justice of the Peace.

1. APPROVE MINUTES OF MEETING OF MARCH 11, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of March 11, 1985 be approved

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. MR. HAROLD TAYLOR, POLLY RYON MEMORIAL HOSPITAL, RE: REQUEST APPROVAL OF ORDER CONSENTING TO THE ISSUANCE OF BONDS BY THE HARRIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION AND THE LOAN OF PROCEEDS FOR THE PURPOSE OF PROVIDING HEALTH FACILITIES WITHIN THIS JURISDICTION:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve as presented order consenting to the issuance of bonds by the Harris County Health Facilities Development Corporation and the loan of proceeds for the purpose of providing health facilities within this jurisdiction. (Recorded in minutes in full)

Harold Taylor representing Polly Ryon request approval of Order.

5. CONSTABLE HENRY HEJL, PRECINCT 1, RE: REQUEST APPROVAL OF ONE ADDITIONAL FULL-TIME DEPUTY:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and failed, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoha voting no to break tie, it is ordered to deny the request of one additional full-time deputy for Constable Precinct #1 at an annual salary of $22,276.80 plus benefits.

Letter

00429

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

0026

March 13, 1985

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of March 5-8, 1985, Judge Robert Stahl successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963 and are not licensed attorneys. This training program is provided at virtually no cost to the county through a grant from the Governor's Office, Criminal Justice Division.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

ORDER CONSENTING TO THE ISSUANCE OF BONDS
BY THE HARRIS COUNTY HEALTH FACILITIES DEVELOPMENT
CORPORATION AND THE LOAN OF PROCEEDS FOR THE PURPOSE OF
PROVIDING HEALTH FACILITIES WITHIN THIS JURISDICTION

WHEREAS, the health and general welfare of the inhabitants of this County (hereinafter referred to as this "Sponsoring Entity") require the acquisition and financing of certain health care facilities, specifically including equipment and other improvements for use in institutions engaged in health care, research or education (hereinafter referred to as the "Improvements"), to serve the increasing populace of this Sponsoring Entity, to replace obsolete Improvements and to make use of advances in medical technology; and

WHEREAS, it is in the best interest of the inhabitants of this Sponsoring Entity that such Improvements be acquired and financed at the least possible cost so as to minimize the cost of health care to such inhabitants; and

WHEREAS, the Texas Health Facilities Development Act, Article 1528j, Vernon's Texas Civil Statutes (hereinafter referred to as the "Act"), authorizes the issuance of bonds by a health facilities development corporation created in accordance with the Act to provide health facilities (as defined in the Act) located within this State and, if such health facility is located outside the limits of the governmental entity on behalf of which the corporation issuing such bonds was created with the consent of every city, county, and hospital district within which such health facility is or is to be located; and

WHEREAS, the Harris County Health Facilities Development Corporation (hereinafter referred to as the "Corporation") has initiated a program of financing under the Act for certain Improvements located both inside and outside Harris County, Texas, and the financing of Improvements for health facilities through the issuance of a single issue of bonds is anticipated to reduce the cost of financing to each participating institution and to minimize the cost of health care to the patients of such institutions, including the inhabitants of this Sponsoring Entity;

BE IT THEREFORE ORDERED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS THAT:

SECTION 1. This Sponsoring Entity does hereby request and authorize the Corporation to act on its behalf in connection with, and in accordance with Section 4.01(1) of the Act does hereby consent to, the providing of Improvements acquired and to be acquired by those institutions listed in Exhibit "A" attached hereto, which institutions are located within the territorial limits of this Sponsoring Entity, by the Corporation through the issuance of its bonds and the loan of their proceeds to such institutions for such purpose.

SECTION 2. All orders, ordinances and resolutions and parts thereof adopted by this body in conflict herewith are hereby expressly repealed to the extent of any such conflict.

SECTION 3. If any section, provision, sentence, clause, phrase or word hereof or the application of the same to any person or circumstance is for any reason held to be unconstitutional, illegal or otherwise void or invalid, the validity of the remaining portions hereof and their application to other persons and circumstance shall nontheless remain effective.

PASSED, ADOPTED AND EFFECTIVE this 18 day of March, 1985.

FORT BEND COUNTY

By: Jodie E. Stavinoha
Jodie Stavinoha, County Judge

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

6. CONSIDER APPROVAL OF GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE BY FORT BEND COUNTY ANIMAL CONTROL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to approve the General Policy & Procedure for contract service by Fort Bend County Animal Control. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF RESOLUTION OPPOSING POSSIBLE LEGISLATION WHICH WOULD REQUIRE COUNTIES TO COLLECT ADDITIONAL FUNDS TO BE SENT TO THE STATE OF TEXAS:

No court action taken.

8. CONSIDER RESOLUTION FOR CONDEMNATION OF REMAINING RIGHT-OF-WAY FOR HIGHWAY 36 BYPASS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution for condemnation of remaining right-of-way for Highway 36 bypass which lies west of Rosenberg located in Precinct #2 and #4 by eminent domain and accept map of June 28, 1984 and revised map of February 1985. (Recorded in minutes in full)

Mr. Earl Browning spoke to the court concerning the approved resolution.

9. APPROVE ADDITIONAL SWITCHBOARD OPERATOR AND CONSIDER TRANSFERRING SWITCHBOARD OPERATIONS FROM MAINTENANCE DEPARTMENT TO A SEPARATE BUDGET:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to transfer $149,872.07 switchboard operations from maintenance to the budget of Director of Internal Operations.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve a fourth position for a switchboard operator at a monthly salary of $850.00 plus benefits.

10. CONSIDER APPROVAL OF PAY APPLICATION #11 IN THE AMOUNT OF $466,917 TO WARRIOR CONSTRUCTORS INC. AND INVOICE IN THE AMOUNT OF $2,698.52 TO SANDERS & SANDERS ASSOCIATES INC. (INTERIOR DESIGN) FOR NEW LIBRARY PROJECT:

Consider approval of pay application #11 in the amount of $466,917 to Warrior Constructors Inc.:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay application #11 in the amount of $466,917.00 to include a five day weather delay. (Recorded in minutes in full)

Consider approval of invoice in the amount of $2,698.52 to Sanders & Sanders Associates Inc. (Interior Design) for new library project:

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

11. FILE ANNUAL SALARY REPORT FOR 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept for record the annual salary report for 1985. (Recorded in minutes in full)

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

#6
00433
002

Revised: June 12, 1984

HOURS OF OPERATION

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

FEES

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

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

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

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

CALL PRIORITIES

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

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

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

CITATIONS

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

LOOSE OR STRAY ANIMALS (patrol request)

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

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

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

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

CONFINED ANIMALS

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

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

BITE CASE INVESTIGATIONS

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

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

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

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

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

RABIES SUSPECT ANIMALS

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

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

00435

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

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

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EMERGENCY SITUATIONS

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

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

PROPERTY DAMAGE

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

DISPOSITION OF ANIMALS

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

SITUATIONS NOT COVERED BY FT. BEND COUNTY ANIMAL CONTROL

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

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

00436

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

RESOLUTION OF COMMISSIONERS' COURT

ACQUISITION OF PROPERTY BY EMINENT DOMAIN

On this the 18 day of March, 1985, at a special meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon the motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has found that public necessity and convenience requires the acquisition of an easement in, to, upon, over and across the hereinafter described land and the acquisition of any and all permanent improvements thereupon situated, if any, for the opening, widening, straightening, grading, improving and maintaining of a Highway 36 Bypass between Highway 36 west of Rosenberg and Highway 59, Recorded in Rec. 244 and has heretofore approved the plans therefor; and

WHEREAS, Fort Bend County and the owner of said land and improvements have been unable to agree upon the value of the land or the damages, if any:

NOW, THEREFORE, BE IT RESOLVED, that the District Attorney's Office of Fort Bend County, Texas, be and it is hereby authorized and directed to file or cause to be filed, proceedings in eminent domain to acquire an easement for said purposes in and to the tract of land described in the field note description attached hereto and any and all permanent improvements thereupon situated, in any.

C0438

RESOLUTION OF COMMISSIONERS' COURT

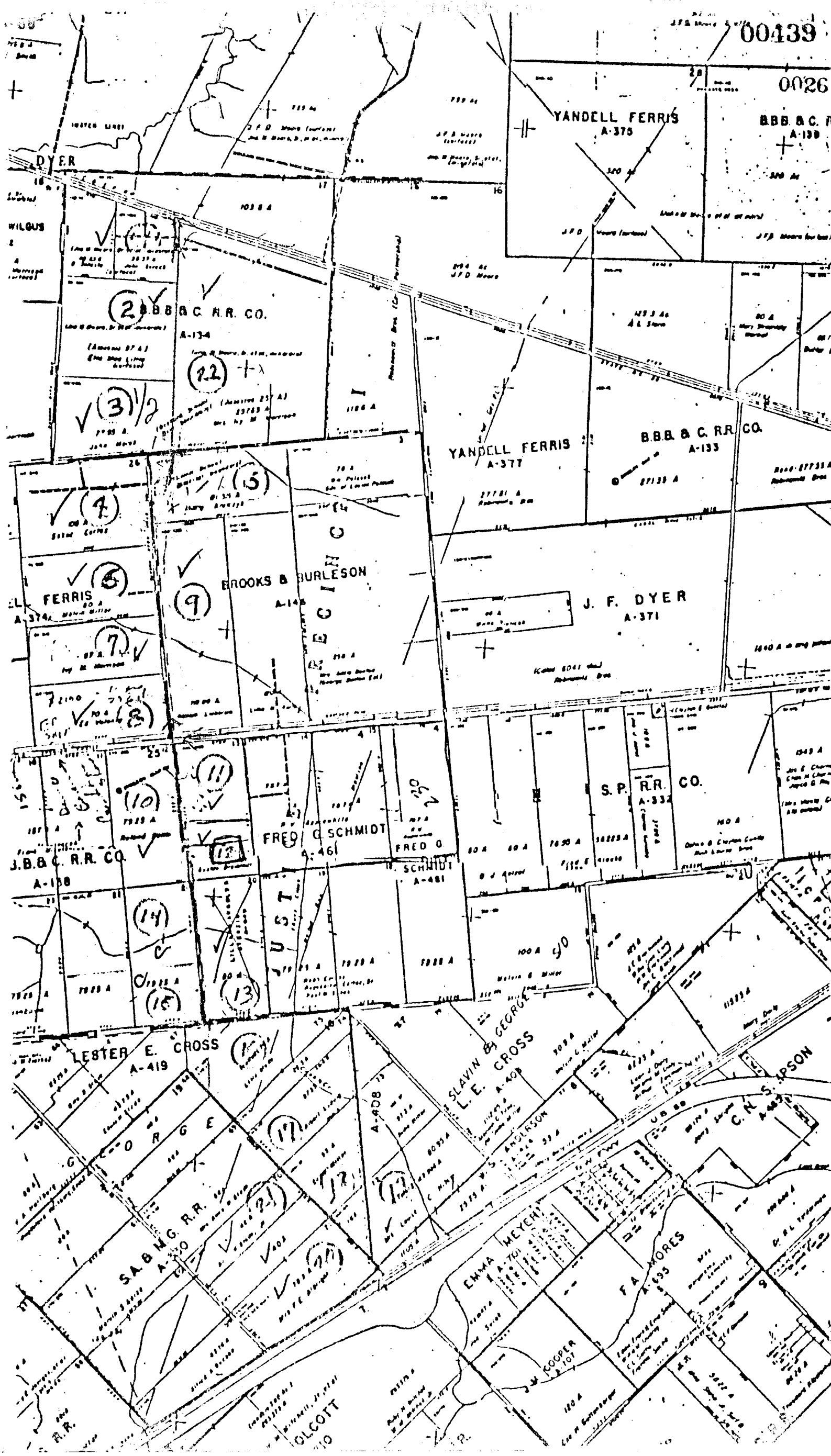
ACQUISITION OF PROPERTY BY EMINENT DOMAIN

On this the _____ day of _____, 1985, at a special meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon the motion of Commissioner _____, seconded by Commissioner _____, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has found that public necessity and convenience requires the acquisition of an easement in, to, upon, over and across the hereinafter described land and the acquisition of any and all permanent improvements thereupon situated, if any, for the opening, widening, straightening, grading, improving and maintaining of a Highway 36 Bypass between Highway 36 and Highway 59, and has heretofore approved the plans therefor; and

WHEREAS, Fort Bend County and the owner of said land and improvements have been unable to agree upon the value of the land or the damages, if any:

NOW, THEREFORE, BE IT RESOLVED, that the District Attorney's Office of Fort Bend County, Texas, be and it is hereby authorized and directed to file or cause to be filed, proceedings in eminent domain to acquire an easement for said purposes in and to the tract of land described in the field note description attached hereto and any and all permanent improvements thereupon situated, in any.


DYER
WILGUS
YANDELL FERRIS
A-375
B.B.B. & C. R
A-139
B.B.B. & C. R.R. CO.
A-134
YANDELL FERRIS
A-377
B.B.B. & C. R.R. CO.
A-133
FERRIS
A-374
BROOKS & BURLESON
A-145
J. F. DYER
A-371
S. P. R.R. CO.
A-332
FRED G. SCHMIDT
A-461
FRED G. SCHMIDT
A-481
B.B.B. & C. R.R. CO.
A-138
LESTER E. CROSS
A-419
SLAVIN & GEORGE
L. E. CROSS
A-408
A-408
C. N. S. JPSON
S.A. & M.G. R.R.
EMMA MEYER
A-701
F. A. MORES
A-695
COOPER
A-707
OLCOTT

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HENRY STEINKAMP JR. INC
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 182
ROSENBERG TEXAS 77471

HENRY STEINKAMP, JR
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON ROSENBERG
713 342 2241
713 342-6836

November 1, 1984

Parcel #4

A Field Note Description of 1.568± Acres, for Road Purposes out of the Margarita and Sabas Puente Cortez 77.75 Acre Tract, (Vol. 453, Pg. 681; Deed Records), in the B.B.B. & C. Railroad Company Survey #17, Abstract #134, Fort Bend County, Texas.

Begin at a point in the Northerly right-of-way line of Weeks Road being the Southeast corner of the Puente Cortez Tract and the Southeast corner of and Place of Beginning for this Tract;

THENCE, South 83° West, along the Northerly right-of-way line of Weeks Road, 50.38 feet to the Southwest corner of this Tract;

THENCE, North 0° 2' 30" East, 1383.65 feet to the Northwest corner of this Tract;

THENCE, South 89° 57' 30" East, 50.0 feet along the South line of the Peyton Wade McNeill Tract to the Northeast corner of this Tract;

THENCE, South 0° 2' 30" West, 1348.0 feet to the Place of Beginning and containing 1.568± Acres of Land.

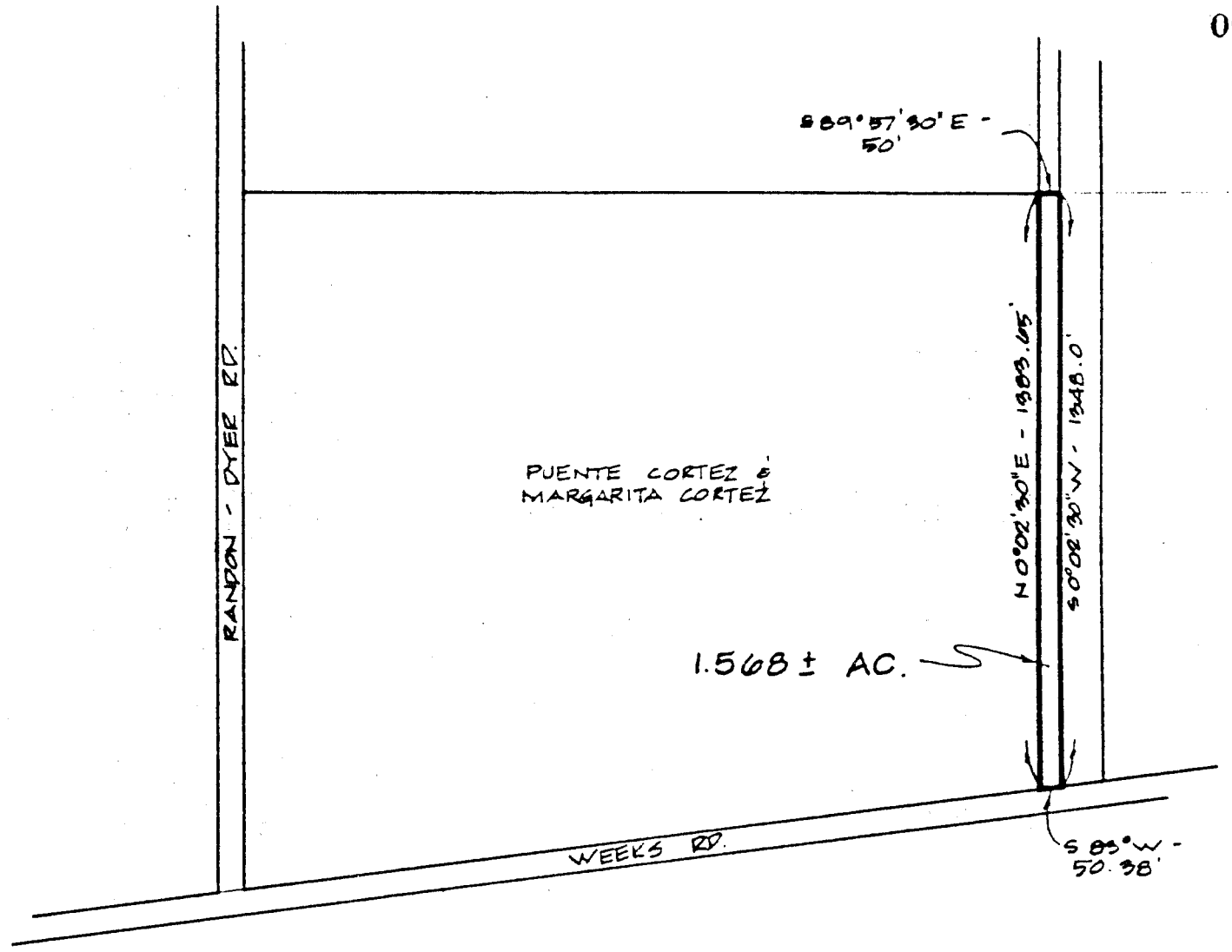
Franklin R. Schodek
Registered Public Surveyor #1535

Note: Not a field survey, based on available information.

00141

PARCEL No. 4

0020



SKETCH SHOWING PROPOSED 1.568± ACRE TRACT, FOR ROAD PURPOSES ACROSS THE MARGARITA AND SABAS PUENTE CORTEZ 77.75 ACRE TRACT, (VOL. 453, PG. 681; DEED RECORDS), B.B.B. & C. RAILROAD COMPANY SURVEY #17, ABSTRACT #134, FORT BEND COUNTY, TEXAS.

November 1, 1984 Signed: Franklin R. Schodek

Registered Public Surveyor #1535

Office of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
909 Fifth Street
Rosenberg, Texas 77471

STATE OF TEXAS
FRANKLIN R SCHODEK
1535
REGISTERED
PUBLIC SURVEYOR

00442

0026

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 152
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

June 27, 1983

Parcel #11

A Field Note Description of 4.51 Acres of Land, more or less, for road purposes off of the West side of the Petra Cortez 80 Acres (Vol. 573, Pg. 138; Deed Records), Lot #20 of the Slavin & George Subdivision (Vol. 64, Pg. 252; Deed Records), Fred G. Schmidt Survey, Abstract #461, Fort Bend County, Texas.

Begin at the Southwest corner of the Cortez 80 Acres Tract and Lot #20; said corner being the Southwest corner of and Place of Beginning for this Tract;

THENCE, North 6° 30' West, 2616.67 feet along the centerline of Padon Road to corner;

THENCE, North 83° 30' East, 75 feet along the South line of the Glen D. Laas 20 Acres Tract to the Northeast corner of this Tract;

THENCE, South 6° 30' East, 2616.67 feet along a line 75 feet East of and parallel to the centerline of Padon Road to corner;

THENCE, South 83° 30' West, 75 feet along the North line of Randon Road to the Place of Beginning.

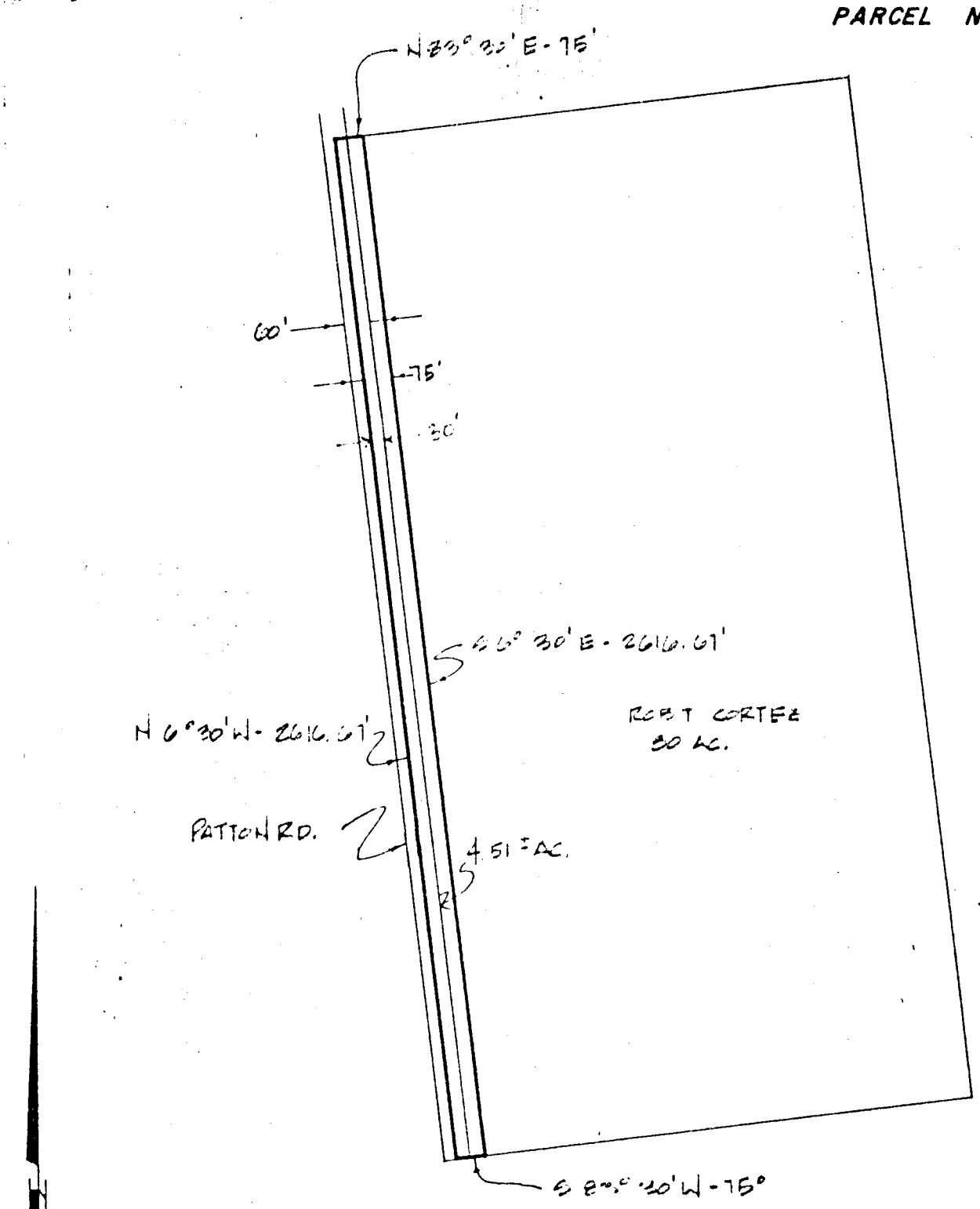
Note: Not a Field Survey, based on available information.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED
PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor #1535

PARCEL No. 00443

0026



SCALE - 1" = 400'

SKETCH SHOWING 4.51 ACRES, MORE OR LESS, OFF OF THE WEST SIDE OF THE PETRA CORTEZ 80 ACRE LOT #20 OF THE SLAVIN & GEORGE SUBDIVISION, (Vol. 64, Pg. 252; Deed Records), FRED G. SCHMIDT SURVEY, ABSTRACT #461, FORT BEND COUNTY, TEXAS.

June 29, 1983 Signed: Frank N. Schmidt

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

00444

0026

HENRY STEINKAMP, JR., INC
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 192
ROSENBERG TEXAS 77471

HENRY STEINKAMP JR
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON ROSENBERG
713/342-2241
713/342-6836

June 27, 1983

Parcel #12

A Field Note Description of 3.04 Acres of Land, more or less, for road purposes off of the East side of the Paul M. Cortez 99.2821 Acres and 8.0273 Acre Tract (Vol. 832, Pg. 680; Deed Records), B.B.B. & C. Railroad Company Survey No. 25, Abstract #138, Fort Bend County, Texas.

Begin at the Northeast corner of the Paul M. Cortez 99.2821 Acre Tract on the centerline of Padon Road;

THENCE, South 6° 30' East, 1787.24 feet, more or less, along the centerline of Padon Road to corner;

THENCE, South 83° 33' 02" West, 75.0 feet along the North line of the Robert M. Cortez 52.2469 Acre Tract to corner;

THENCE, North 6° 30' West, 1787.24 feet, more or less, along a line 75.0 feet West of and parallel to the centerline of Padon Road to corner;

THENCE, North 83° 33' 02" East, 75.0 feet along the South line of the Danziger-Reese Development Company 78.848 Acre Tract to the Place of Beginning and including a 30 foot strip in existing Padon Road.

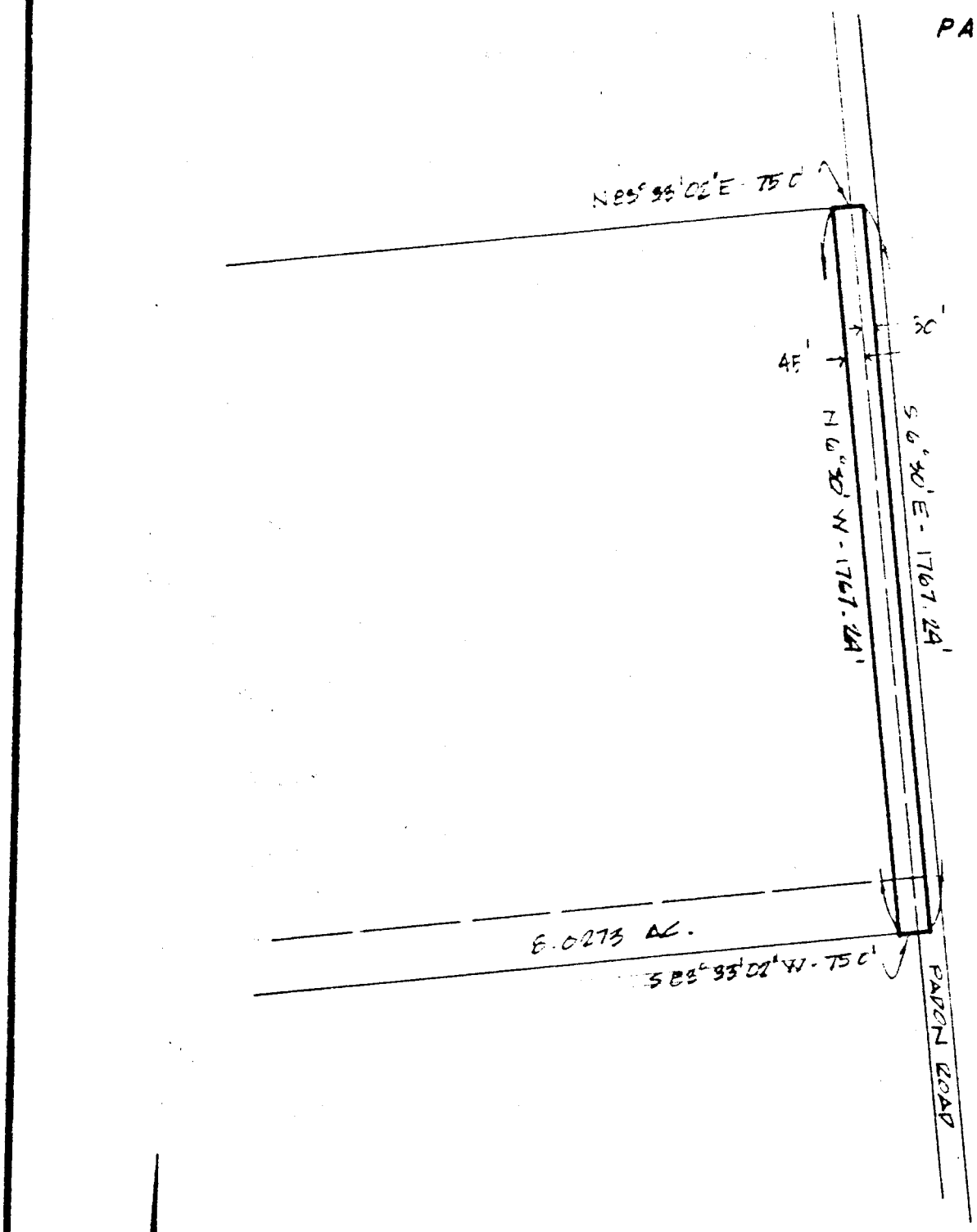
Note: Not a field survey, based on available information.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED
PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor #1535

PARCEL No 00445

0026



SKETCH SHOWING 3.04 ACRES OF LAND, MORE OR LESS, FOR ROAD PURPOSES OFF OF THE EAST END OF THE PAUL M. CORTEZ 99.2821 ACRE AND 8.0273 ACRE TRACTS, (Vol. 832, Pg. 680; Deed Records), B.B.B. & C. RAILROAD COMPANY SURVEY NO. 25, ABSTRACT #138, FORT BEND COUNTY, TEXAS.

June 29, 1983

Signed: Franklin R. Schodek

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED
PUBLIC SURVEYOR

SCALE - 1" = 400'

00446

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 182
ROSENBERG, TEXAS 77471

0026

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713-342-2241
713-342-6836

June 27, 1983

Parcel #13

A Field Note Description of 1.48 Acres of Land, more or less, for road purposes off of the East side of the Robert M. Cortez 52.2469 Acre Tract (Vol. 832, Pg. 680; Deed Records), B.B.B. & C. Railroad Company Survey #25, Abstract #138, Fort Bend County, Texas.

Begin at the common corner of Lots #22 and #23 of the Slavin & George Subdivision (Vol. 64, Pg. 252 & 253; Deed Records); said corner being the Southeast corner of said 52.2469 Acre Tract;

THENCE, South 83° 34' 13" West, 75.0 feet along the North line of Randon Road to corner;

THENCE, North 6° 30' West, 859.41 feet along a line 75 feet West of and parallel to the centerline of Padon Road to corner;

THENCE, North 83° 33' 02" East, 75.0 feet along the South line of the Paul M. Cortez 8.0273 Acre Tract to corner;

THENCE, South 6° 30' East, 859.43 feet along the centerline of Padon Road to the Place of Beginning.

Note: Not a field survey, based on available information.

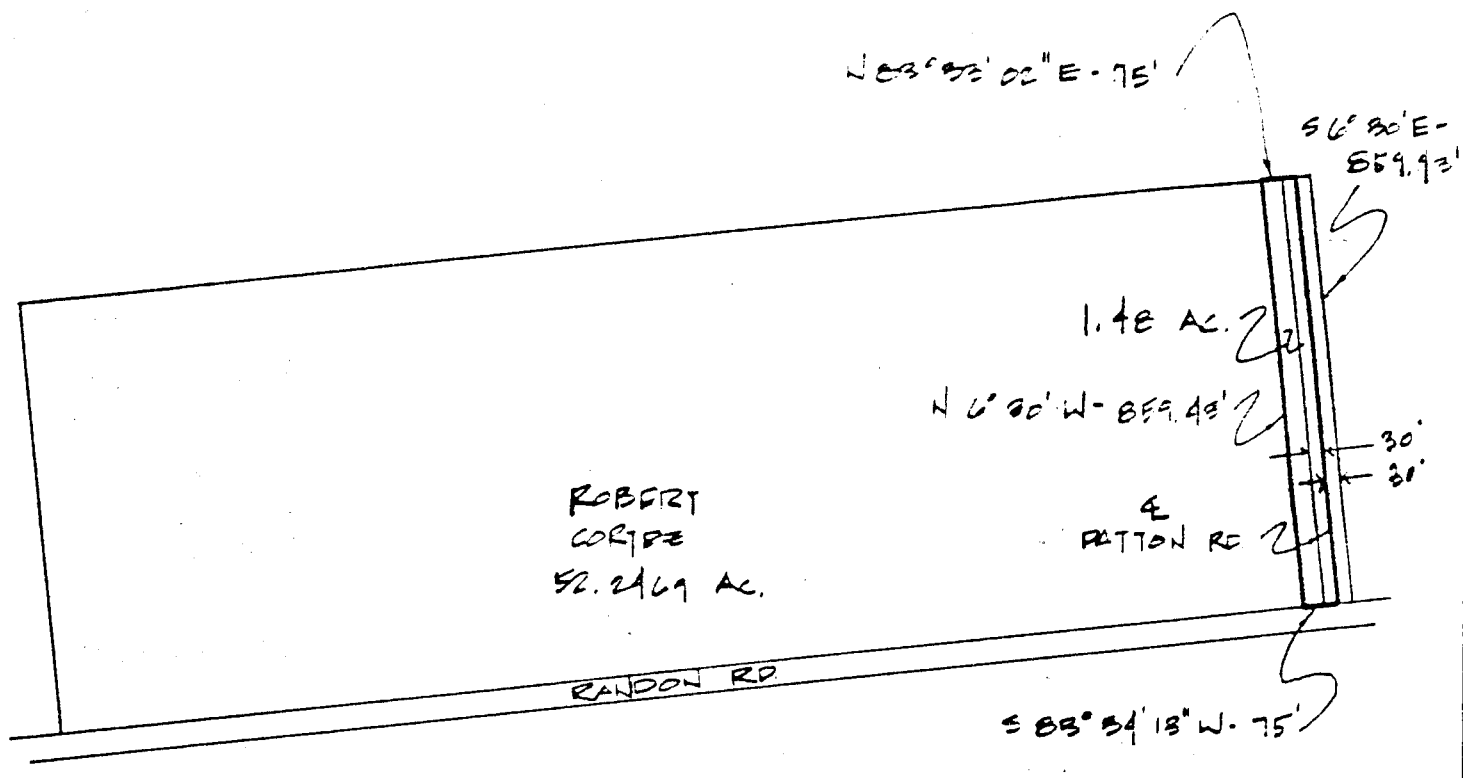
STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor #1535

PARCEL No. 13

00447

0026



SCALE - 1" = 400'

SKETCH SHOWING 1.48 ACRES OF LAND, MORE OR LESS, OFF OF THE EAST SIDE OF THE ROBERT M. CORTEZ 52.2469 ACRE TRACT, (Vol. 832, Pg. 680; Deed Records), B.B.B.& C. RAILROAD COMPANY SURVEY NO. 25, ABSTRACT #138, FORT BEND COUNTY, TEXAS.

June 29, 1983

Signed: Frank R. Schroth

STATE OF TEXAS
FRANK R. SCHROTH
1535
REGISTERED PUBLIC SURVEYOR

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

00448

0026

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

June 26, 1984

Parcel #14

A Field Note Description of a 7.11 Acre Tract of Land, more or less, for road purposes, out of the L.E. Richey 100 Acre Tract, (Vol. 535, Pg. 107; Deed Records), and out of Lots #74 and #75 of the Slavin & George Subdivision, (Vol. 64, Pg. 252; Deed Records), Lester E. Cross Survey No. 18, Abstract #419, Fort Bend County, Texas.

For Connection Begin at the Northwest corner of the L.E. Richey 100 Acre Tract; THENCE, North 83° 25' East, 322.0 feet to the Northwest corner of and Place of Beginning for this Tract;

THENCE, North 83° 25' East, 150 feet along the South line of Randon Road to the Northeast corner of this Tract;

THENCE, South 6° 35' East, 272.83 feet to the point of curve;

THENCE, along a curve to the left with the following data:
Delta = 37° 26' 25"
Radius = 2975.0 feet
Length = 1944.53 feet
Chord = South 25° 18' 12" East, 1909.63 feet to corner;

THENCE, South 45° West, 75.43 feet along the Northwest line of the Albert Ludwig Tract, (Vol. 145, Pg. 161; Deed Records), to the South corner of the L.E. Richey 100 Acre Tract;

THENCE, North 45° West, 629.84 feet along the Southwest line of the Richey 100 Acre Tract to corner;

THENCE, along curve to the right with the following data:
Delta = 25° 50' 19"
Radius = 3125.0 feet
Length = 1409.28 feet
Chord = North 19° 30' 09" West, 1397.37 feet to the Point of Tangency;

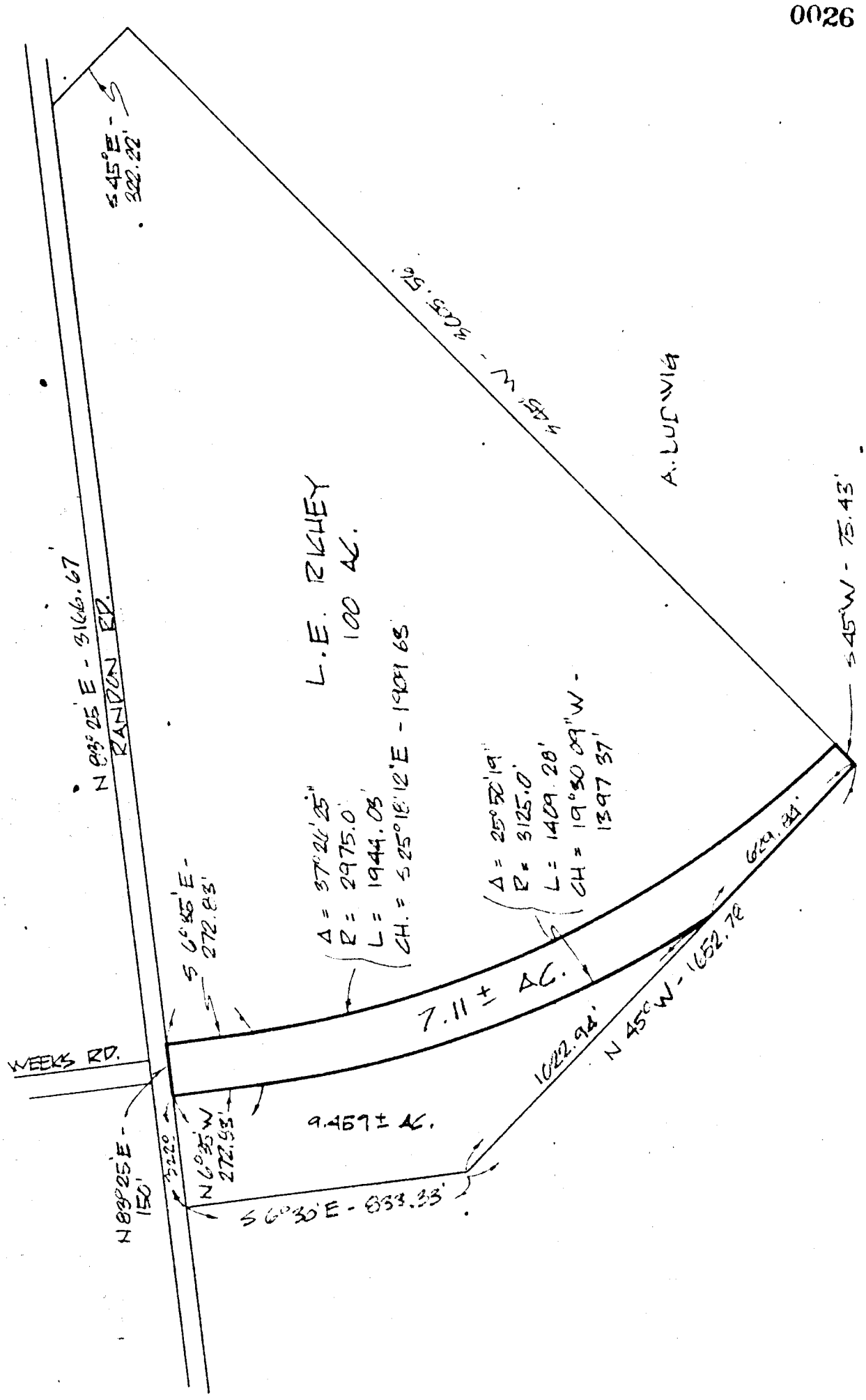
THENCE, North 6° 35' West, 272.83 feet to the Place of Beginning and containing 7.11± Acres of Land.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED PUBLIC SURVEYOR

Franklin R. Schodek
Registered Public Surveyor #1535

NOTE: Not a field survey; based on available information.

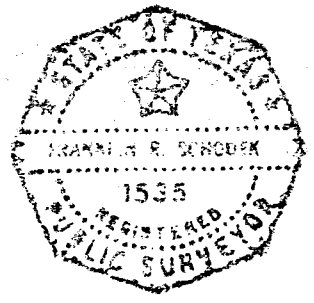
PARCEL No. 14


N 89°25' E - 3166.67'
N 89° 25
RANDEN RD.
S 45° E - 322.22'
L.E. RILEY
100 AC.
- 1901.68'
N 45° W - 1409.68'
A. LUCIVIA
S 45° W - 75.43'
Δ = 37°24'25"
R = 2975.0'
L = 1944.08'
CH. = S 25°12'E - 1
S 6°55'E - 272.83'
Δ = 25°52'19"
R = 3125.0'
L = 1409.28'
CH = 19°50'09" W
1397.37'
7.11 ± AC.
WEEKS RD.
N 89°25'E - 150'
N 6°35'W 272.93'
9.469 ± AC.
1022.94'
N 45° W - 652.78'
629.34'
S 6°30'E - 833.33'

00450

0026





SKETCH SHOWING 7.11± ACRES OF LAND, OUT OF THE L.E. RICHEY 100 ACRE TRACT, (Vol. 535, Pg. 107; Deed Records), OUT OF LOTS #74 AND #75 OF THE SLAVIN & GEORGE SUBDIVISION, (Vol. 64, Pg. 252; Deed Records), LESTER E. CROSS SURVEY NO. 18, ABSTRACT #419, FORT BEND COUNTY, TEXAS.

June 26, 1984

Signed: Frank R. Schodek

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

SCALE. 1" = 400'

00451

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471

0026

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON ROSENBERG
713/342-2241
713/342-6836

June 26, 1984

Parcel #15

A Field Note Description of a 1.70± Acre Tract of Land for road purposes off the Southwest side of the Albert Ludwig 67.35 Acre Tract, (Vol. 145, Pg. 161; Deed Records), in Lot #74, Slavin & George Subdivision, Lester E. Cross Survey No. 18, Abstract #419, Fort Bend County, Texas.

Begin at the West corner of said Albert Ludwig Tract; said corner being the South corner of the L.E. Richey Tract;

THENCE, North 45° East, 75.43 feet along the Southeast line of the Richey Tract to corner;

THENCE, along a curve to the left with the following data:
Delta = 0° 58' 35"
Radius = 2975.0 feet
Length = 50.70 feet
Chord = South 44° 30' 43" East, 50.70 feet to point of tangency;

THENCE, South 45° East, 937.31 feet to corner;

THENCE, South 45° West, 75.0 feet along the Northwest line of the Sadie Miller Tract to the South corner of this Tract;

THENCE, North 45° West, 988.0 feet to the Place of Beginning and containing 1.70± Acres of Land.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED PUBLIC SURVEYOR

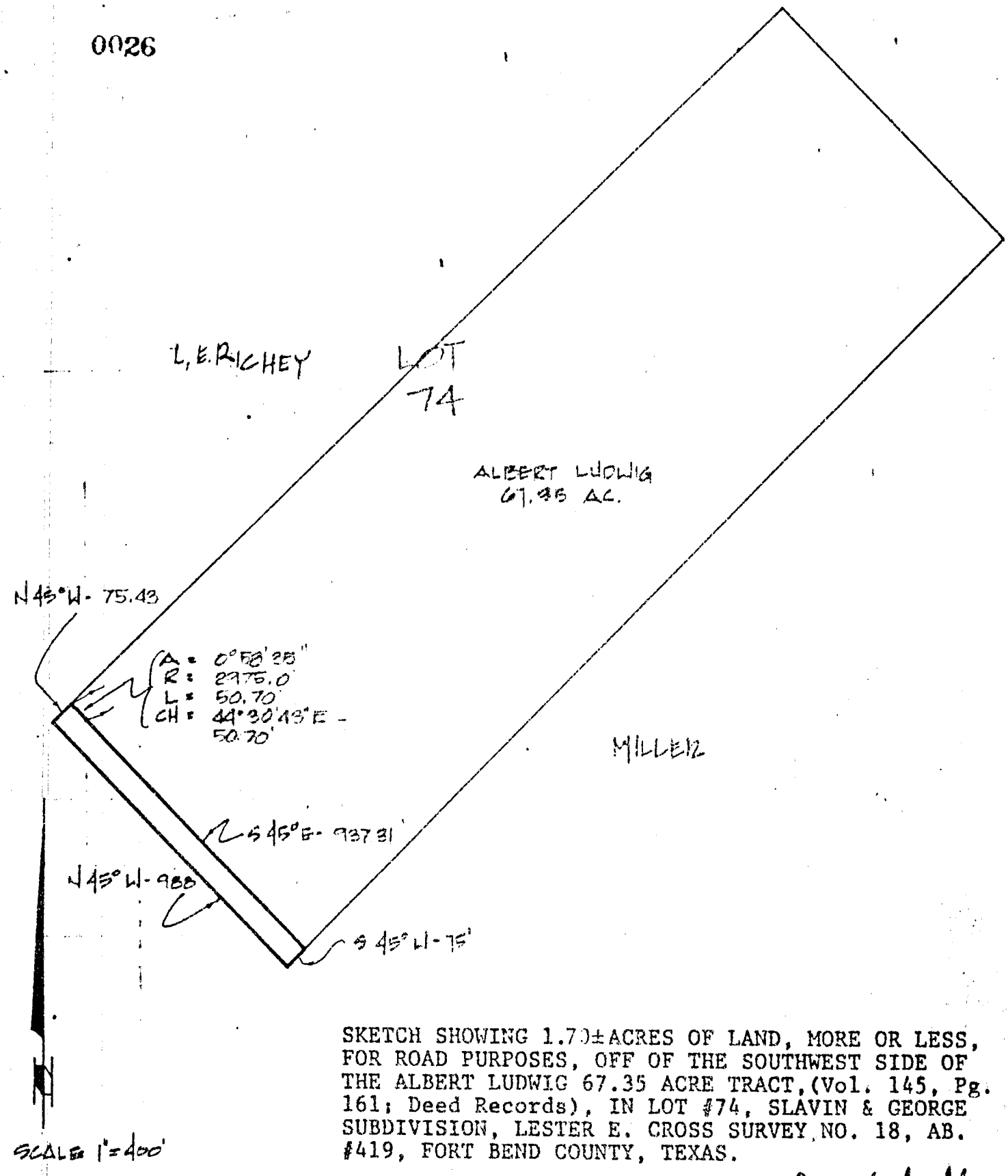
Registered Public Surveyor #1535

NOTE: Not a field survey; based on available information.

00452

PARCEL No. 15

0026



SKETCH SHOWING 1.70± ACRES OF LAND, MORE OR LESS, FOR ROAD PURPOSES, OFF OF THE SOUTHWEST SIDE OF THE ALBERT LUDWIG 67.35 ACRE TRACT, (Vol. 145, Pg. 161; Deed Records), IN LOT #74, SLAVIN & GEORGE SUBDIVISION, LESTER E. CROSS SURVEY NO. 18, AB. #419, FORT BEND COUNTY, TEXAS.

June 26, 1984 Signed: [signature]

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

83-0654

00453

0026

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

HOUSTON-ROSENBERG
713/342-2241
713/342-6836

June 26, 1984

Lydia Stade
Parcel 18-B

A Field Note Description of a 0.6798 Acre Tract of Land, for road purposes off the Northeast side of the Lydia Stade 28.9979 Acre Tract, (Vol. 1303, Pg. 570; Deed Records), S.A. & M.G. Railroad Company Survey No. 19, Abstract #330, Fort Bend County, Texas.

For Connection Begin at the North corner of the S.A. & M.G. Railroad Company Survey No. 19, Abstract #330; THENCE, South 45° East, 1164.24 feet to the Northwest corner of and Place of Beginning for this Tract;

THENCE, South 45° East, 506.83 feet to the East corner of this Tract;

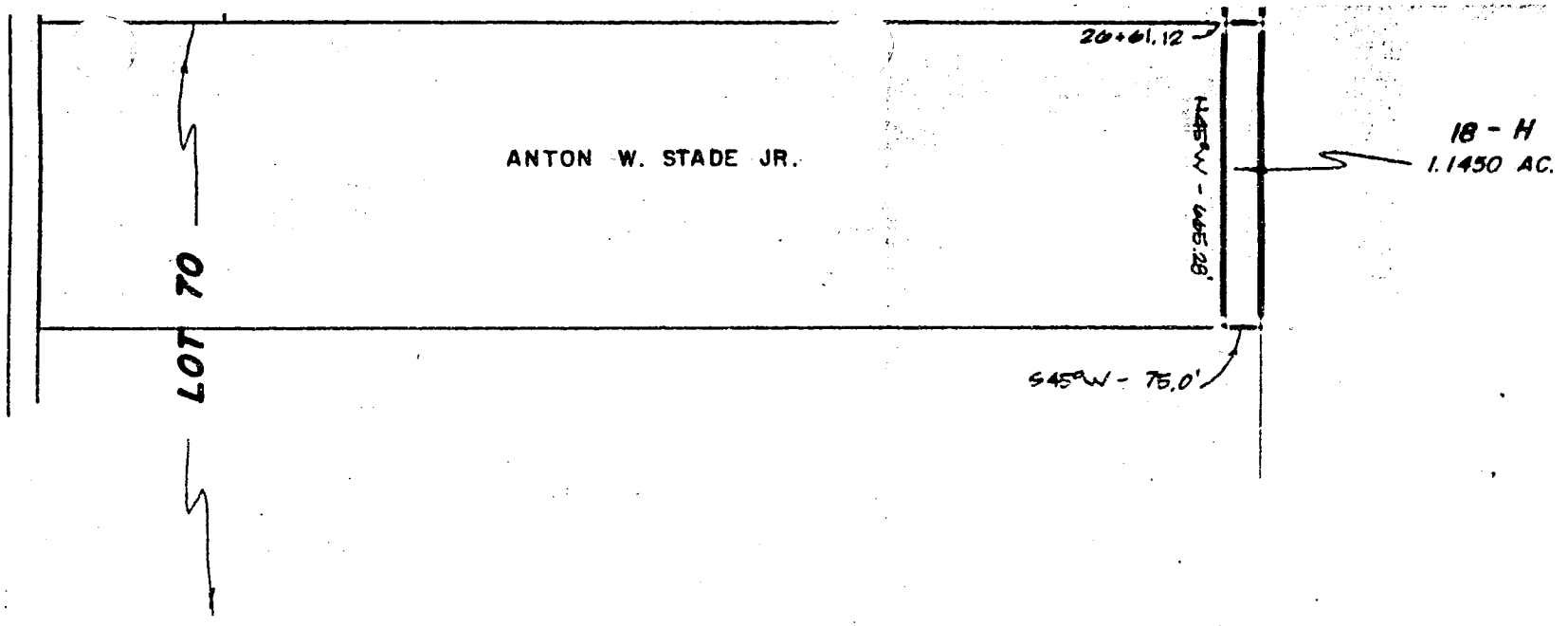
THENCE, South 45° West, 74.83 feet to the South corner of this Tract;

THENCE, Along a curve to the right with the following data:
Delta = 9° 20' 32"
Radius = 3125.0 feet;
Length = 509.54 feet;
Chord = North 39° 44' 05" West, 508.98 feet to the Place of Beginning and containing 0.6798 Acres of Land

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED
PUBLIC SURVEYOR

Registered Public Surveyor #1535

NOTE: Not a field survey; based on available information.



SCALE - 1" = 400'

PLAT SHOWING SEVERAL TRACTS FOR ROAD PURPOSES IN LOTS #68, #69 AND #70 OF THE SLAVIN & GEORGE SUBDIVISION AND BEING OFF OF THE NORTHEAST END OF THE STADE PARTITION, (Vol. 303, Pg. 570 and Vol. 1303, Pg. 585; Deed Records), AND THE ANTON W. STADE, JR. TRACT, (Vol. 741, Pg. 151; Deed Records), IN THE S.A. & M.G. RAILROAD COMPANY SURVEY NO. 19, ABSTRACT #330, FORT BEND COUNTY, TEXAS.

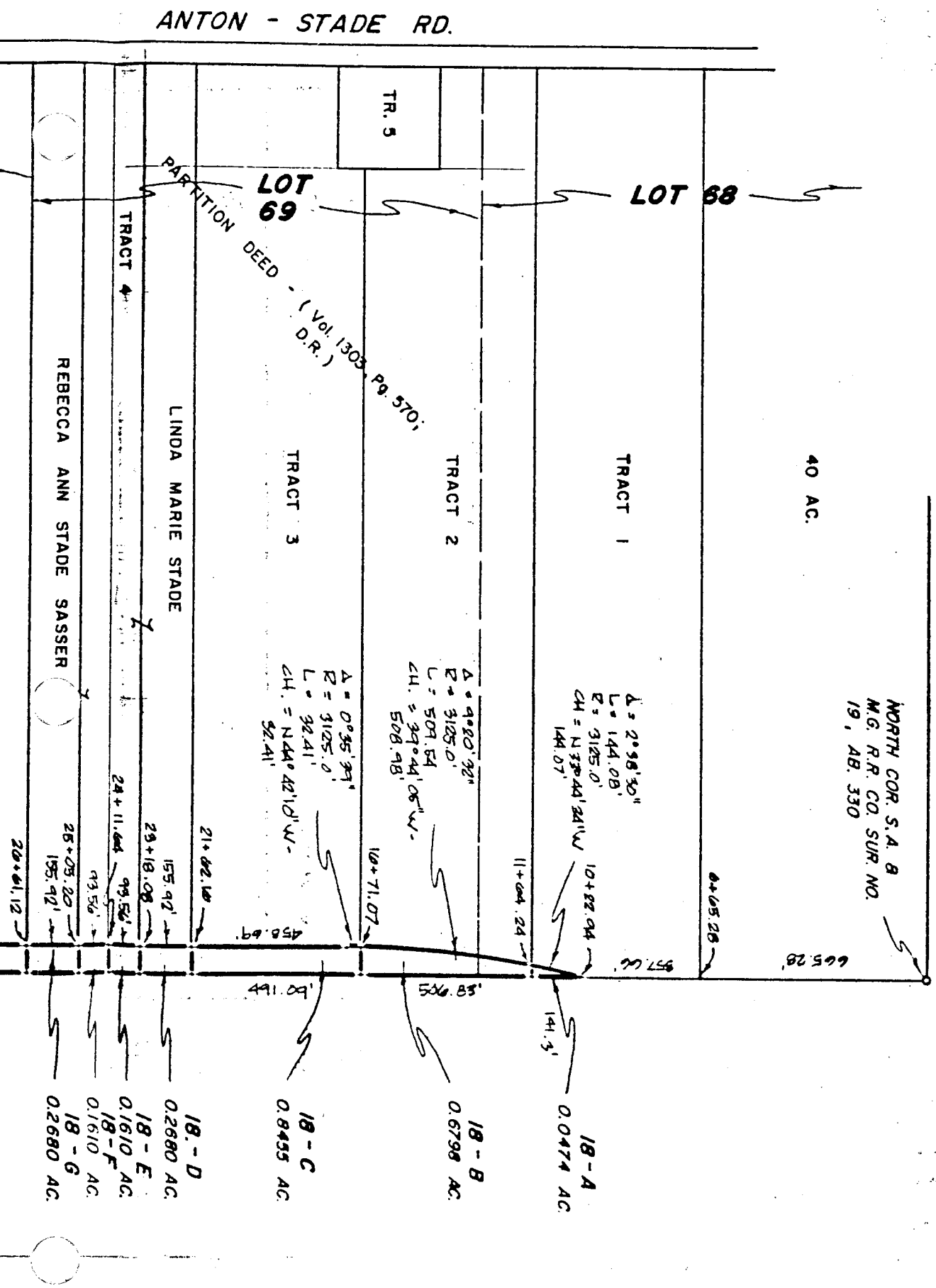
STATE OF TEXAS
FRANKLIN R SCHODER
1535
REGISTERED PUBLIC SURVEYOR

June 27, 1984

Signed: Franklin R. Schodek

Office Of:
Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobila Street
Rosenberg, Texas 77471

00454


ANTON - STADE RD.
TR. 5
LOT 69
LOT 68
PARTITION DEED - (Vol. 1303, Pg. 570; D.R.)
TRACT 4
REBECCA ANN STADE SASSER
LINDA MARIE STADE
TRACT 3
TRACT 2
TRACT 1
40 AC.
NORTH COR. S.A. & M.G. R.R. CO. SUR. NO. 19, AB. 330
Δ = 0°35'39"
R = 3125.0'
L = 32.41'
CH. = N44°42'10"W - 32.41'
Δ = 9°20'32"
R = 3125.0'
L = 509.54
CH. = 39°44'05"W - 508.98'
Δ = 2°38'30"
L = 144.08'
R = 3125.0'
CH = N33°44'34"W 144.07'
26+61.12
25+05.20
155.92'
93.56'
24+11.64
93.56'
23+18.08
155.92'
21+62.16
458.69'
491.09'
16+71.07
506.83'
11+64.24
10+22.94
141.3'
357.66'
6+65.28
665.28'
0+00
18 - D
0.2680 AC.
18 - E
0.1610 AC.
18 - F
0.1610 AC.
18 - G
0.2680 AC.
18 - C
0.8455 AC.
18 - B
0.6798 AC.
18 - A
0.0474 AC.

Parcel # 18

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

RECEIVED 3-4-85

TO (Owner): Fort Bend County
Commissioners Court

PROJECT: FORT BEND COUNTY LIBRARY
Richmond, Texas

APPLICATION NO: 809-11
PERIOD FROM: 2-1-85
TO: 2-28-85

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

ATTENTION: County Engineers Office
Mr. Karl Baker

CONTRACT FOR:
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

ARCHITECT'S
PROJECT NO: 82105

CONTRACT DATE: June 20, 1983

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	106,555.00	44,042.96
Approved this Month			
Number	Date Approved		
006	2-4-85	180,643.00	
TOTALS		287,198.00	44,042.96
Net change by Change Orders			243,155.00

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

CONTRACTOR: WARRIOR CONSTRUCTORS, INC.

By: James A Gerst Date: 3-1-85

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

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM ... [GMS]	$ 5,965,065.00
Net change by Change Orders	$ 243,155.00
CONTRACT SUM TO DATE	$ 6,208,220.00
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 3,733,909.00
RETAINAGE _____% or total in Column I on G703	$ 342,140.00
TOTAL EARNED LESS RETAINAGE	$ 3,391,769.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 2,924,852.00
CURRENT PAYMENT DUE	$ 466,917.00

State of: TEXAS County of: HARRIS
Subscribed and sworn to before me this 5th day of March, 1985
Notary Public: Lynne Valenzuela
My Commission expires: 7-31-87

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

Approved 3/18/85
LC
J. Hamilton

AMOUNT CERTIFIED ..... $ 466,917.00

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

ARCHITECT: RWEA

By: Ronald Wedemeyer Date: March 8, 19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contr named herein. Issuance, payment and acceptance of payment are without prejudice to rights of the Owner or Contractor under this Contract.

00456

0026

00457 0026

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD FROM:
TO:
ARCHITECT'S PROJECT NO: 82105

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
BP-1									
BP-2	Structural	1,418,444	1,343,634	24,360	-0-	1,367,994	96	50,450	136,799
BP-3	Precast & Granite	997,843	360,642	30,257	117,921	508,820	51	489,023	50,882
BP-4	Interiors	456,677	152,532	64,103	6,150	222,785	49	233,892	22,279
BP-5									
BP-6	Insulation	27,000	-0-	18,000	-0-	18,000	67	9,000	1,800
BP-7	Roofing	133,800	41,000	-0-	-0-	41,000	31	92,800	4,100
BP-8	Glazing w/Alt. #1	689,790	289,210	58,560	-0-	347,770	50	342,020	34,777
BP-9	Plaster	93,620	-0-	5,000	-0-	5,000	5	88,620	500
BP-10	Drywall	160,000	64,800	31,200	-0-	96,000	60	64,000	9,600
BP-11	Tile (Allowance)	39,995	-0-	-0-	-0-	-0-		39,995	
BP-12	Acoustical	104,204	-0-	-0-	-0-	-0-		104,204	
BP-13	Flooring	171,978	-0-	-0-	-0-	-0-		171,978	
BP-14	Painting	32,100	-0-	-0-	-0-	-0-		32,100	
BP-15	Elevators	111,802	12,200	-0-	-0-	12,200	11	99,602	1,220
BP-16	Heat.,Vent., & A/C	468,428	380,074	43,524	-0-	423,598	90	44,830	42,360
BP-17	Plumbing	137,002	109,085	13,385	-0-	122,470	89	14,532	12,247
BP-18	Electrical	473,994	169,340	69,950	-0-	239,290	50	234,704	23,929
	Testing Lab Allowance	16,570	15,956	516	-0-	16,472	99	98	1,647
	Subtotals	5,533,247	2,938,473	358,855	124,071	3,421,399	62	2,111,848	342,140

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD FROM:
TO:
ARCHITECT'S PROJECT NO: 82105

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
	General Conditions	375,336	101,114	12,468	-0-	113,582		261,754	
	Bond,OP,AGC & B/R	62,485	55,316	-0-	-0-	55,316		7,169	
	Subtotal	5,971,068	3,094,903	371,323	124,071	3,590,297		2,380,771	342,140
	FEE 4%	237,152	123,796	14,853	4,963	143,612		93,540	
	Subtotal	6,208,220	3,218,699	386,176	129,034	3,733,909	60	2,474,311	342,140

00458 0026

AIA DOCUMENT G703 • CONTINUATION SHEET • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-11
DATE 3-1-85

LABOR

KEY PAYROLL	AMOUNT	
KEY LABOR	4125.02	
NON-UNION PAYROLL		
FIELD OFFICE	-0-	
	4125.02	
24% INSURANCE & TAXES	990.00	
24.8% FRINGE BENEFITS	1023.01	
TOTAL KEY & NON-UNION PAYROLL		6138.03

FIELD PAYROLL		
WEEK ENDING	AMOUNT	
2-6-85	345.84	
2-13-85	576.40	
2-20-85	835.78	
2-27-85	576.40	
	2334.42	
24% INSURANCE & TAXES	560.26	
UNION BENEFITS - ATTACHED	377.52	
TOTAL FIELD PAYROLL		3272.20
TOTAL PAYROLL		9410.23

00460

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-

0026

MATERIAL

DATE

DATE	INVOICE #	VENDOR	AMOUNT
2-22-85	2028335269	AT&T Information Systems	46.05
2-7-85	Jan '85	Glenn's Exxon Service Station	283.62
2-8-85	2-8-85	Houston Lighting & Power	366.05
1-31-85	12485	Houston Sanitation	165.00
2-12-85	1465	Mr. Hardware	15.37
2-14-85	35853-01	Shepler's	39.50
1-29-85	1-29-85	Southwestern Bell Telephone	247.50
2-5-85	2-5-85	Southwestern Bell Telephone	24.81
2-14-85	5108	Twin City Business Machines	32.10
2-19-85	59719	Zee Medical Service	102.80
		TOTAL	1322.80

SUBTOTAL

00461

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-0026

EQUIPMENT RENT

DATE

OUTSIDE RENT

DATE	INVOICE #	VENDOR	AMOUNT
2-15-85	62472	Chem-Can Company, Inc.	230.00

TOTAL OUTSIDE RENT	230.00
COMPANY EQUIPMENT -	1505.00
TOTAL RENT	1735.00

00462

0026

Warrior Constructors, Inc.

* REQUEST FOR EXTENSION OF TIME *

PROJECT Fort Bend County Library — REQUEST NUMBER 09

Richmond, Texas — JOB NUMBER 809

****

DELAY DATE	DELAY REASON	DELAY REQUESTED
2-1-85	Icy, Hazardous Conditions	1 day
2-4-85	Rain	1 "
2-5-85	Rain	1 "
2-27-85	Rain, Muddy Grounds	1 "
2-28-85	Rain, Muddy Grounds	1 "

WORKING DAYS DELAY REQUESTED: 5 days

WARRIOR CONSTRUCTORS, INC.

BY James A Gerst DATE 3-1-85

****

WORKING DAYS APPROVED: 5days

BY Ronald McDonough DATE March 9, 1985

P.O. BOX 127 · 1445 NORTH LOOP WEST · HOUSTON, TEXAS 77001 · 713/864-7409

PAYEMP

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

00463 (11) PAGE 000

0001 COUNTY JUDGE

TUE, MAR 5, 1985, 8:23 PM

0026

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
LANDRY, NORMA JEAN	949.85	SALARIED
MARTIN, BARBARA J	~~763.85~~ 736.92	SALARIED
STAVINOHA, JODIE EDWARD	1,807.69	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PATRICIA A	432.69	SALARIED
ARIVETTE, ALICE FAYE	426.92	SALARIED
BARRERA, MARIA C	415.38	SALARIED
BENOIT, GLENDA	415.38	SALARIED
BOETTCHER, CAROL JEAN	403.85	SALARIED
BURNS, LORINE E	835.96	SALARIED
CARSON, MARY E	444.23	SALARIED
CORTEZ, LINDA ANN	403.85	SALARIED
DAVIS, SHIRLEY ANN	715.38	SALARIED
DE LUNA, CYNTHIA ANN	426.92	SALARIED
DUSEK, KAREN	426.92	SALARIED
EASLEY, JAN SNELKER	519.23	SALARIED
EGLESTON, MARILYN LEE	446.15	SALARIED
GONZALES, ORALIA JAMIE	511.54	SALARIED
GORE, WANDA SUE	476.93	SALARIED
GURECKY, DEBBIE JEAN	450.00	SALARIED
HENRY, CATHY L	440.38	SALARIED
JANCZAK, SANDRA KAYE	461.54	SALARIED
KOSLER, ELIDA	576.92	SALARIED
KUBECZKA, PATRICIA	446.15	SALARIED
LOFTON, LISA	426.92	SALARIED
MAINES, JANE	480.77	SALARIED
MARSHALL, MARY N	459.61	SALARIED
MASSEY, ERNEST W	1,070.19	SALARIED
MESSINA, DANA SHARON	461.54	SALARIED
MILLER, RITA LYNETTE	584.62	SALARIED
NAWARA, GLADYS NAE	461.54	SALARIED
RANDOLPH, PAULINE F	469.23	SALARIED
ROSENBAUM, GLADYS	440.38	SALARIED
SCOTT, VIRGINIA	.00	SALARIED
VASQUEZ, YOLANDA ANN	461.54	SALARIED
WALTERS, ROSALIE C	459.62	SALARIED
WILSON, DIANNE	1,538.46	SALARIED
WOLF, DORIS G	844.23	SALARIED

TOTAL-EMPS = 0034

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PATSY A	630.00	SALARIED
BONN, JAN L.	678.47	SALARIED
BOROWIAK, KAREN G	484.62	SALARIED
BOURG, LYDIA C	624.00	SALARIED
BREWER, DORA E	522.93	SALARIED
CAVAZOS, MARY H.	432.00	SALARIED
CHASE, LILLIE B	380.31	SALARIED
DESHAZO, JULIE M	504.00	SALARIED
GAINES, MARSHA P	1,538.47	SALARIED
GALLAGHER, DUSTY	427.85	SALARIED
GARCIA, DOROTHY G	456.00	SALARIED
GARNER, LAURA L.	480.00	SALARIED
GIBSON, KATHY ANN	427.85	SALARIED
GILBERT, BARBARA	484.62	SALARIED
GRANT, BRENDA S	415.38	SALARIED
HARNS, JUDITH A	570.47	SALARIED
HAYNIE, KAREN A	480.00	SALARIED
LEAL, BEATRICE	427.85	SALARIED
LOVELAND, KELLY SUE	415.38	SALARIED
MELTON, DATRYSE SHAHNAZ	432.00	SALARIED
MORRIS, SHARRON J	427.85	SALARIED
ORSAK, MARJORIE	504.00	SALARIED
ORTIZ, SANDRA A	427.85	SALARIED
PALMER, JOHNNIE MAE	508.85	SALARIED
RICHTER, LILLIE L	581.54	SALARIED
RIVERA, TRINY	528.00	SALARIED
ROGERS, MARY ELAINE	484.62	SALARIED
ROSENBAUM, TRACY S	508.85	SALARIED
SALINAS, DIANA	581.54	SALARIED
SIWIERKA, MICHELLE H	427.85	SALARIED
WEEKS, YVONNE A	427.85	SALARIED
WILLIAMS, FRAN	432.00	SALARIED
WITTNEBEN, PAMELA K	848.08	SALARIED

TOTAL-EMPS = 0033

EMPLOYEE-NAME 0026	BIWEEKLY-RATE	TYPE
BACA, DOROTHY J	811.19	SALARIED
BRIDGES, BILLYE	569.42	SALARIED
BROWN, LUCILE D	749.95	SALARIED
CAPETILLO, MARY NANCY	460.38	SALARIED
COFFEY, SHIRLEY A	507.69	SALARIED
EICHER, LYDIA T	907.44	SALARIED
LOESCH, ELSIE FAY	594.42	SALARIED
MOUNCE, BILLIE A	436.15	SALARIED
OLIVAREZ, YOLANDA	732.01	SALARIED
SCHELLBERG, BARBARA JEAN	749.95	SALARIED
SNYDER, MARY ANN	415.38	SALARIED
WILE, JANICE SUE	436.15	SALARIED
WLECZYK, IRENE M	1,461.54	SALARIED
ZOMALT, MAXINE	508.85	SALARIED

TOTAL-EMPS = 0014

0026

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DAVIS, KIM	713.46	SALARIED
GRAYLESS, ROBERT N	1,346.15	SALARIED
HANCOCK, MARY M	814.23	SALARIED
HARPER, MATTHEW E.	711.54	SALARIED
JANKOWSKI, JOSEPHINE	788.46	SALARIED
LEWIS, R.E.	1,153.85	SALARIED
LIVELY, WILLIAM WHITTY	653.85	SALARIED
OBERHOFF, MILDRED	874.04	SALARIED
PARCHMAN, SIDONIA N	788.46	SALARIED
RODRIGUEZ, DOLORES MONCADA	788.46	SALARIED
TOMPKINS, JOYCE	1,538.47	SALARIED

TOTAL-EMPS = 0011

EMPLOYEE-NAME 0026	BIWEEKLY-RATE	TYPE
HOLTON, ELIZABETH KELN	641.77	SALARIED
HYNSON, KATHY K	1,461.54	SALARIED
JANKOWSKI, LISA	447.12	SALARIED
PHILIPS, ROBERTA R	948.46	SALARIED
WHITLOW, MARY HELEN	525.00	SALARIED

TOTAL-EMPS = 0005

0007 ADM. COORD./PERSONNEL DIRECTOR

TUE, MAR 5, 1985, 8:23

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
FRESHOUR, DELTA MAE	538.46	SALARIED
KUCERA, SANDRA ANN	644.23	SALARIED
SELLEH, RICHARD HAMPIL	1,130.00	SALARIED
SURY, MARGARET ANN	576.92	SALARIED

TOTAL-EMPS = 0004

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BERAN, GEORGE J	942.09	SALARIED
FRINGER, RANDY	720.14	SALARIED
GALVAN, ELIZABETH	392.31	SALARIED
KETTLER, THERESA	457.96	SALARIED
MC ANALLY, DIANA D	415.00	SALARIED
MCCLUNG, DAVID J	840.00	SALARIED
MOORE, JACK WESLEY	828.40	SALARIED
NEWBERRY, BETTYE LELANE	727.65	SALARIED
ORTIZ, ALICE V.	6.00	HOURLY
ROBINSON, ALONIA E.	6.00	HOURLY
SMITH, RUTH MARIE	7.00	HOURLY

TOTAL-EMPS = 0011

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

0009 JUVENILE DETENTION CENTER

TUE, MAR 5, 1985, 8:23

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLACK, JAMES ARTHUR	755.64	SALARIED
FOX, DE ANN	755.64	SALARIED
GALVAN, IRIS	755.64	SALARIED
GIBSON, OGDEN LARUE	783.63	SALARIED
HAMILTON, AUBREY	755.64	SALARIED
JOHNSON, KATHY E	719.66	SALARIED
MONK, STEVEN DOUGLAS	1,068.38	SALARIED
TAYLOR, ALFRED JR	719.66	SALARIED

TOTAL-EMPS = 0008

PAYEMP 00472 FORT BEND COUNTY PAGE 0010

EMPLOYEE SALARY REPORT

0010 240TH. DISTRICT COURT TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BRADLEY, GLORIA WEST	1,046.96	SALARIED
MAY, PAMELA	1,401.00	SALARIED

TOTAL-EMPS = 0002

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MEAUX, EDWARD JOSEPH	1,409.96	SALARIED
MONK, DEBORAH N	865.38	SALARIED

TOTAL-EMPS = 0002

0012 DISTRICT ATTORNEY TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BEST, BRYAN KIRBY	1,282.48	SALARIED
BEZECNY, DIANA J	738.46	SALARIED
BREEN, TERENCE J	1,108.49	SALARIED
CARDENAS, SANDRA	605.14	SALARIED
DANCER, JOYCE	640.23	SALARIED
DELATORRE, ELIZABETH R.	551.78	SALARIED
DOBSON, BARBARA JEAN	675.33	SALARIED
FOLLIS, WILLIAM	1,733.70	SALARIED
FUNKHOUSER, DOROTHY M	640.23	SALARIED
GONZALEZ, RALPH L	1,484.39	SALARIED
HARTFIEL, GENE ANN	1,282.48	SALARIED
HEALEY JR, JOHN F	1,282.48	SALARIED
LANDRY, ROXANNE	640.23	SALARIED
LIDIAK, HENRIETTA	646.15	SALARIED
MEITZEN, WILLIAM A	379.24	SALARIED
MUNIZ, IRMA JOYCE	605.14	SALARIED
MUTCHLER, ALLEN JOHN	1,068.13	SALARIED
NORD, MARILYN J	640.23	SALARIED
OBERHOLTZER, DAVID M	1,108.49	SALARIED
SALDIVAR, ROEL G	1,104.51	SALARIED
SOTO, MARIA TERESA	1,108.49	SALARIED
WAGENBACH, LARRY-D.	1,615.38	SALARIED

TOTAL-EMPS = 0022

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CAMP, RITA C	1,334.28	SALARIED
CARDEN, MARTIN D	1,923.08	SALARIED
RAMIREZ, ESTHER	888.46	SALARIED

TOTAL-EMPS = 0003

PAYEMP 00476 FORT BEND COUNTY PAGE 0014

EMPLOYEE SALARY REPORT

0014 CHILD SUPPORT TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HORSCH, JENNIFER	457.96	SALARIED
LAVOIS, ELIZABETH J	870.12	SALARIED

TOTAL-EMPS = 0002

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

0015 COUNTY COURT AT LAW

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOWEN, RAYDELL JOYCE	865.38	SALARIED
CULVER III, THOMAS R	1,992.31	SALARIED
HALL, LORAINE GARRISON	1,409.96	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLARK, A REAGAN	276.92	SALARIED
DICKERSON, CHARLES A	276.92	SALARIED
STANSBURY, THOMAS O	276.92	SALARIED

TOTAL-EMPS = 0003

PAYEMP

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

00479 PAGE 001

0018 JUVENILE PROBATION

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLOSSOM, CHARLES J	783.63	SALARIED
DANIELS, IRA MAE	671.28	SALARIED
HALL, MARSEILLAISE R	967.53	SALARIED
MACKO, STEVE J	941.48	SALARIED
PHILLIPS, MARY HELEN	1,270.50	SALARIED
RAMIREZ, ANTONIO	755.64	SALARIED
THORNTON, CAROL D	671.28	SALARIED

TOTAL-EMPS = 0007

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HYDE, MARIAN GALE	525.00	SALARIED
KNIGHT, SANDRA	614.64	SALARIED
WARD, MARY	1,230.78	SALARIED
WILLIAMS, PATRICIA R	504.00	SALARIED

TOTAL-EMPS = 0004

PAYEMP FORT BEND COUNTY 00481 PAGE 001
EMPLOYEE SALARY REPORT
0020 J. P. PCT. # 2, PLACE 2 TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
FELDER, RUTH BEE	712.38	SALARIED
FREDRICKSON, GARY	1,230.76	SALARIED
GLESS, SARA L	415.38	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KALINOWSKI, BETTY G.	555.26	SALARIED
REJSEK, ANNETTE	484.62	SALARIED
RENFRO, RAMONA	595.67	SALARIED
STAHL, ROBERT	1,230.77	SALARIED

TOTAL-EMPS = 0004

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GARCIA, HORTENCIA A	477.69	SALARIED
MOUSAVIZADEH, FAKHREZAMAN	415.38	SALARIED
SCOTT JR, JAMES M	1,230.77	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GREEN, DAVID WILLIAM	915.93	SALARIED
HEJL, HENRY HARLEY	1,038.47	SALARIED
MCGEE, AVA M	484.62	SALARIED
NELSON JR, MILTON M	807.70	SALARIED
PHILLIPS III, JAMES PRICE	858.55	SALARIED

TOTAL-EMPS = 0005

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KREJCI, MELODY L	461.54	SALARIED
TESCH, CHARLES M	832.78	SALARIED
TODD II, WALTER C	1,038.46	SALARIED
WALTON, RUSSELL	832.78	SALARIED

TOTAL-EMPS = 0004

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, JIMMY D	842.22	SALARIED
APPLEGATE, JAMES E	842.22	SALARIED
HAZELRIG, TIMOTHY L	858.57	SALARIED
HENRY, NELLE S	585.18	SALARIED
MORGAN, TRACY L	842.22	SALARIED
PARKER, ROBERT GAINES	1,038.47	SALARIED

TOTAL-EMPS = 0006

0026 CONSTABLE PCT. # 4

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MORGAN, TERRY EUGENE	832.78	SALARIED
PRING, RICHARD P	1,038.46	SALARIED

TOTAL-EMPS = 0002

00488

PAYEMP — FORT BEND COUNTY — PAGE 0026

EMPLOYEE SALARY REPORT

0027 SHERIFF DEPARTMENT — TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
AGAN, HUGH M	856.80	SALARIED
ALLEN, PEGGY	926.10	SALARIED
ALLEN, ROBERT E	856.80	SALARIED
ANDERSON, BUDDY	856.80	SALARIED
ARIAS, MIGUEL	916.65	SALARIED
BANKS, SAMUEL W	856.80	SALARIED
BARRON, HAROLD O.	856.80	SALARIED
BAYARD, LINDA A.	856.80	SALARIED
BEAVERS, TERRY M	856.80	SALARIED
BLEDSOE III, GORDON L	856.80	SALARIED
BRADY, KENNETH CRAIG	954.45	SALARIED
BRATTON, RENE A	856.80	SALARIED
BRIETZKE, INEZ M	856.80	SALARIED
BRONIKOWSKI, MARIETTA	856.80	SALARIED
BROWN, OSCAR J	856.80	SALARIED
CASTEEL, TOMMY ROY	954.45	SALARIED
CLARY, WILLIAN DAVID	856.80	SALARIED
CLEMENTS, JERRY T	916.65	SALARIED
CORPORON, ALLEN N.	856.80	SALARIED
COVARRUBIO, JOE ANGEL	916.65	SALARIED
CRANK, DOROTHY	677.25	SALARIED
CUNNINGHAM, FULTON L	954.45	SALARIED
DE PREZ, DANIEL J	856.80	SALARIED
DELGADO, JUAN A.	856.80	SALARIED
DENHART, BETTY J	856.80	SALARIED
ELECKEL, JAMES ANTHONY	856.80	SALARIED
ENNIS, LESLIE EILEEN	856.80	SALARIED
ENRIQUEZ, FRANCES A	727.65	SALARIED
EVANS, BOBBY LEE	954.45	SALARIED
FEINSTEIN, LARRY MARC	916.65	SALARIED
FERGUSON, MARGIE J	916.65	SALARIED
FLAGG SR, JAMES N	954.45	SALARIED
FONT, JOHN F	856.80	SALARIED
FORTENBERRY, WILLIAM EDWARD	916.65	SALARIED
FREEZE, BENNIE E	856.80	SALARIED
GALLAWAY, LOWELL RAY	856.80	SALARIED
GARCIA, JEANNETTE	727.65	SALARIED
GARTLAND, DEBORAH A	926.10	SALARIED
GARZA, LARRY	856.80	SALARIED
GASKAMP, THOMAS ALLEN	916.65	SALARIED
GASSER, CHARLES PATRICK	856.80	SALARIED
GEORGE, GUS	1,730.77	SALARIED
GIESE, RONALD GEORGE	954.45	SALARIED
GILL, SCOTT M	856.80	SALARIED
GLENDENING, RODNEY	856.80	SALARIED
GOLD, JOWAYNE RUDY	786.45	SALARIED
GRAY, DORA LEE	926.10	SALARIED
GRISHAM, JERRY Q	787.50	SALARIED
HARDWICK, MICHAEL GEORGE	856.80	SALARIED
HARGRAVE III, EVERETT	856.80	SALARIED
HARRIS, REBECCA ANN	677.25	SALARIED

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HEIMANN, EUGENE JAMES	856.80	SALARIED
HEITMAN, BESSIE HELEN	856.80	SALARIED
HERMAN, GREGORY M	856.80	SALARIED
HILLEGEIST JR, PERRY R	1,194.90	SALARIED
HINOJOSA JR, RAY R	856.80	SALARIED
HOLCOMB, DELLA JOYCE	856.80	SALARIED
HOLMES, KIMERLY K	677.25	SALARIED
HONEYCUTT, TOMMY W	916.65	SALARIED
HORTON, RACHELLE E.	727.65	SALARIED
ISENBERG, DENISE	727.65	SALARIED
ISENBERG, MICHAEL WAYNE	856.80	SALARIED
JANKOWIAK, JOAN	700.32	SALARIED
JEFFREY, JOE D.	954.45	SALARIED
JOHNSON, JOHNNY	856.80	SALARIED
KELLEY, DALE C	856.80	SALARIED
KERN, DANIELLE V	526.05	SALARIED
KEYES, DARWIN ORAN	856.80	SALARIED
KINSEY, ROLAND ARCHIE	856.80	SALARIED
KNIGHT, HARREL HARRIS	856.80	SALARIED
LAND, ROBERT EVANS	856.80	SALARIED
LEACH, DAVID	856.80	SALARIED
LEE, KENNETH RAY	954.45	SALARIED
LEIGHTENHEIMER, JANE	677.25	SALARIED
LESSER, LEAH R	771.75	SALARIED
LOPEZ, LAURENCE ROBERT	856.80	SALARIED
LORENZ, MICHAEL J	954.45	SALARIED
LOZANO, MARIO RENE'	856.80	SALARIED
LOZANO, OLIVIA H	677.25	SALARIED
LUKAS, JERRY PAUL	787.50	SALARIED
MAGANA, SAMMEY E	856.80	SALARIED
MARCUS, DANNY L	856.80	SALARIED
MARTIN, DONALD H	954.45	SALARIED
MCDOWELL, O J	954.45	SALARIED
MCGEE, CHARLES H	954.45	SALARIED
MCINVALE, LUCILE BROWN	677.25	SALARIED
MELODY, JUSTIN CLIFFORD	856.80	SALARIED
MENDOZA, DOLORES	926.10	SALARIED
MILLSAPS, WILLIAM H	954.45	SALARIED
MITCHELL, DAVID D	856.80	SALARIED
MORGAN, DAVID LEE	856.80	SALARIED
MURILLO, NANCY MENDOZA	526.05	SALARIED
NEAL, FLOYD D. III	727.65	SALARIED
NEMEC, LARRY GLEN	916.65	SALARIED
NETZ, MICHAEL C.	856.80	SALARIED
NORRIS, GOLDA RAYLENE	856.80	SALARIED
NOWAK, M. ELAINE	723.40	SALARIED
OGNOSKIE, LAURAINE	677.25	SALARIED
PARR, DIANA JO	677.25	SALARIED
PATTON, MICHAEL AMMON	954.45	SALARIED
PAVELKA, ROGER STEPHENS	954.45	SALARIED
PELHAM, MICHAEL G	916.65	SALARIED

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
PHIPPS JR, LESTER	916.65	SALARIED
PLACETTE, KATHERYN E	677.25	SALARIED
POKLUDA, JAMES EDWARD	856.80	SALARIED
RAMIREZ, CHARLES R	856.80	SALARIED
RAY, THOMAS MILTON	1,008.00	SALARIED
REINHART, RICHARD J	856.80	SALARIED
RENFRO, FORREST S	856.80	SALARIED
ROBERTSON SR, TERRY A	856.80	SALARIED
ROBERTSON, HERBERT DEAN	856.80	SALARIED
RODEN, DAVID L	856.80	SALARIED
ROGERS, KATHLEEN	727.65	SALARIED
ROSAS, ANTONIO O	1,008.00	SALARIED
ROWLAND, LLOYD E	856.80	SALARIED
ROWLEY, TODD D	856.80	SALARIED
RUSSEK, RICHARD R.	856.80	SALARIED
RYCHLIK, KENNETH JOSEPH	856.80	SALARIED
SAPP, ELWIN BARTON	916.65	SALARIED
SCHAFFNER, ROCHELLE	727.65	SALARIED
SEELY, CHARLES LARKIN	856.80	SALARIED
SEXTON, JANICE KAY	727.65	SALARIED
SHELTON, THOMAS E	856.80	SALARIED
SKINNER, STEPHAN L	856.80	SALARIED
SOTO, JOSEPH A	954.45	SALARIED
SOUSLEY, RICKY LEE	916.65	SALARIED
SPARKMAN, THOMAS J	1,008.00	SALARIED
SPEED, MELVIN LLOYD	856.80	SALARIED
SPILLERS, LARRY LYNN	1,008.00	SALARIED
SPRADLEY, CARL L	856.80	SALARIED
STASNEY, RONALD LEE	856.80	SALARIED
STEDMAN, MICHAEL E	856.80	SALARIED
STEWART, BETTY J	677.25	SALARIED
STONE, GARY WAYNE	856.80	SALARIED
TEAGUE, JOAN E	916.65	SALARIED
TOBIAS, JULIO MARTIN	954.45	SALARIED
TOLIVER JR., WILLIE JAMES	856.80	SALARIED
TORRES, CARMEN Y	677.25	SALARIED
TULLOS JR., CARL B.	856.80	SALARIED
ULBRICH, CHARLES	856.80	SALARIED
VERDECANNA, LINDA G	526.05	SALARIED
WAHLBERG III, LENNARD E	856.80	SALARIED
WALKER, PATRICIA D	727.65	SALARIED
WARD, JOHN S	856.80	SALARIED
WATSON, LISA	727.65	SALARIED
WEBBER, IRIS JANETTE	677.25	SALARIED
WELCH, LARRY WAYNE	954.45	SALARIED
WELKER-KLENTZMAN, LEA ANNE	916.65	SALARIED
WHICHARD JR, TAYLOR MARSHALL	1,008.00	SALARIED
WHITBEY, GARY K	856.80	SALARIED
WHITBEY, LARRY K	856.80	SALARIED
WINTON, JIMMY F	856.80	SALARIED
ZAROSKY, ARTHUR	856.80	SALARIED

TOTAL-EMPS = 0153

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CROSBY, PHILIP W	923.08	SALARIED
KING, JAY	831.20	SALARIED
STONE, GREGORY A	800.00	SALARIED
TALAS, TIM T	800.00	SALARIED
TERREBONNE, DAVE	775.38	SALARIED
WARREN, CARMEL K	415.38	SALARIED

TOTAL-EMPS = 0006

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HERRERA, OLIVIA CORTEZ	488.50	SALARIED
SIMS, WALTER E	436.15	SALARIED
SOLOMON, HOPIE JEWEL	792.00	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALAS, MARY HELEN	462.13	SALARIED
ALVAREZ, FRANCISCA	519.23	SALARIED
ANDERSON, DEBORAH	461.54	SALARIED
BENNETT, MARY LEE	653.85	SALARIED
BLACKBURN, KATHY LYNN	423.08	SALARIED
CALUB, LAURA N.	673.08	SALARIED
CHEN, SUSAN S	666.35	SALARIED
CLINE, CARMEN M.	500.00	SALARIED
CONRAD, CAROLYN A	1,208.51	SALARIED
CRAWFORD, VERA M	500.00	SALARIED
DILLARD, LINDA NEWSON	461.54	SALARIED
FLORES, PAULA L	434.86	SALARIED
HARPER, ROSE	878.69	SALARIED
HUMPHREY, DOROTHY M	538.46	SALARIED
JARMUSZ, RUTH MARIE	706.73	SALARIED
KLOBEDANS, CYNTHIA	480.77	SALARIED
LOEWE, DOROTHY	519.23	SALARIED
MAHLMANN, MARY FRANCES	450.67	SALARIED
MAIN, ALICE B	510.47	SALARIED
MATHIS, AUDREY S	442.31	SALARIED
MODRALL, GAYLE	692.31	SALARIED
NEAL SR, JOE LOUIS	491.33	SALARIED
POWELL, JANE ANN	878.69	SALARIED
POWERS, SYLVIA E	726.13	SALARIED
SEILER, BETTYE JANE	452.54	SALARIED
TORCHIA, CATHERINE T	550.10	SALARIED
WAXMAN, SANDRA KAY	461.78	SALARIED
WHATLEY, OLLIE GEAN	726.53	SALARIED
WITT, JEANNE A	615.38	SALARIED
WRIGG, BESSIE MICHEL	423.08	SALARIED

TOTAL-EMPS = 0030

00494

PAYEMP

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

0031 COUNTY HEALTH DEPT.

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BECKER, CONSTANCE V	175.00	SALARIED
COLEMAN JR, SAM H	694.04	SALARIED
CULPEPPER, WALTER	25.00	SALARIED
JONES, KIM PATRICIA	895.54	SALARIED
MCGAUGH, RUTH JAYNE	471.81	SALARIED
REEVE, MARCY	846.85	SALARIED
WHITTEN, HELEN LOIS	775.38	SALARIED

TOTAL-EMPS = 0007

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOOTH, JEANNE FLOYD	649.85	SALARIED
BROWN, SHIRLEY M	309.02	SALARIED
BURTON, DE ANNA	250.77	SALARIED
COOPER, PAUL JOHNNIE	400.60	SALARIED
GORENA, ALFONSO ROEL	250.77	SALARIED
LEGENDRE, BARBARA JEAN	742.07	SALARIED
MICKEY, BOUCHE	309.02	SALARIED
TERRY, PAMELA ANN	309.02	SALARIED
WEATHERS, RUBY LEONORA	650.74	SALARIED

TOTAL-EMPS = 0009

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HARTUNG, HAROLD E	633.84	SALARIED
LOTT, CHARLIE	5.58	HOURLY
YBARRA, ALFREDO HURTADO	6.10	HOURLY

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABDUL-JABBAR, JAWAD	912.47	SALARIED
ADAM, CARL BRYAN	635.10	SALARIED
BAUMAN, JAMES ELLIS	911.78	SALARIED
BELL, MICHAEL JOSEPH	912.47	SALARIED
BROWN II, DONALD	912.04	SALARIED
COULTER, JEAN MARIE	911.60	SALARIED
CRAFT, MELBA L.	761.94	SALARIED
DAVIS, SHARON	761.21	SALARIED
DILLE, RONALD M	912.04	SALARIED
DUSAK, ASHLEY B.	711.83	SALARIED
EWING, TOBIN E	912.47	SALARIED
FORBES, JULIA	962.63	SALARIED
GARRETT, ROBERT D	909.52	SALARIED
GREEN, SUZANNE	579.03	SALARIED
GRESHAM, VERNON A	912.47	SALARIED
GUERRA, MARGARET LYNN	759.47	SALARIED
GUYAN, ROBERT	605.20	SALARIED
HAMILTON, JOSEPH JOHN	959.87	SALARIED
HENN, KIM S	912.47	SALARIED
KACAL, DONALD F	829.36	SALARIED
KACAL, HENRY JOE	1,119.72	SALARIED
KACAL, LARRY W	959.87	SALARIED
KOFMAN, RENEE' IDA	911.26	SALARIED
KOSLER, DANIEL G	1,219.09	SALARIED
KRESS, KEVIN JOSEPH	937.74	SALARIED
KRUSE, ALVIN CLAY	820.56	SALARIED
LAND, MILES	912.47	SALARIED
LINDEMANN, D'ETTA M	506.42	SALARIED
MAGOUIRK, RAY W	579.03	SALARIED
MAY, VICKI L	760.85	SALARIED
MCDILL, MICHAEL	869.02	SALARIED
MENOHER, KAREN	910.74	SALARIED
MESSBARGER, VINCENT N	909.87	SALARIED
NICHOL, JAMES E	781.49	SALARIED
POULTON, PAUL ERIC	760.30	SALARIED
RAMSEY, HUGH DAVID	963.56	SALARIED
RITZIE, ERIC S	761.94	SALARIED
ROBERTSON, RICKY R	912.47	SALARIED
ROGERS, LAURA ANN	426.93	SALARIED
ROSENBAUM, KENNETH CHARLES	910.74	SALARIED
ROYAL III, JOHN L	911.95	SALARIED
SNYDER, RONALD	912.47	SALARIED
TREVINO, MIGUEL	912.13	SALARIED
VERA, RAQUEL	610.62	SALARIED
WALZ, MELINDA A	827.64	SALARIED
WATSON, JEFREY L	912.13	SALARIED
WELLER, LESLIE MARIE	820.56	SALARIED
WILLIAMSON JR, NORMAN E	909.52	SALARIED
ZIMMERMAN, DANIEL L	908.77	SALARIED

TOTAL-EMPS = 0049

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CONRAD, PATRICK ROSS	.00	SALARIED

TOTAL-EMPS = 0001

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLACK, CONNIE LYNN	946.16	SALARIED
HEINECKE, CONNIE R	656.00	SALARIED
HOLUB, CAROL	1,016.00	SALARIED
HUERTA, ZULEMA	1,227.76	SALARIED
JOHNSON, JAMES C	884.62	SALARIED
KNOWLES, TOMMY L	946.16	SALARIED
MILLER, CHARLES W	1,680.00	SALARIED
PLANT, EDWARD J	1,012.00	SALARIED
PRINDIBLE, JACK D	884.62	SALARIED
RUIZ, LEE	691.00	SALARIED
SEILER, CHARLES E	1,470.00	SALARIED
SHEMANSKI, MARY BELISCH	807.70	SALARIED
STREATER, GAIL	1,006.00	SALARIED

TOTAL-EMPS = 0013

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABSCHNEIDER, VERNON	479.77	SALARIED
BOHLE, MARJORIE K	775.38	SALARIED
CLEMENTS, CHRISTOPHER W	496.73	SALARIED
DUBAY, ANN	573.72	SALARIED
REEVES, CYNTHIA SUE	573.72	SALARIED
SCHNEIDER, MARIE KITSON	531.74	SALARIED

TOTAL-EMPS = 0006

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CHESSHIRE, MARY LYNN	842.16	SALARIED

TOTAL-EMPS = 0001

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
TILTON, GARY ALLEN	923.08	SALARIED

TOTAL-EMPS = 0001

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BAKER, KARL E	1,256.79	SALARIED
GARCIA, SENOBIO	7.35	HOURLY
KINNEBREW, BLAINE	1,256.79	SALARIED
PONCIK, ROSIE	6.67	HOURLY

TOTAL-EMPS = 0004

0046 EMERGENCY MANAGEMENT COORD.

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
PATRYN, FRANK R	218.08	SALARIED

TOTAL-EMPS = 0001

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ADOLPH J	1,153.85	SALARIED
ANDERSON, EDWIN	11.64	HOURLY
BARNES, NORMAN CLARK	7.43	HOURLY
BETTIN, HERBERT	7.89	HOURLY
BOONE, JOE	7.89	HOURLY
CASTILLO, SIMON M	5.88	HOURLY
GRAGERT, GEORGE	11.46	HOURLY
KENDZIORA, FLORYIAN WILLIAM	11.64	HOURLY
KENDZIORA, JOHN J	7.89	HOURLY
LEHMANN, RICHARD E	11.64	HOURLY
MOORE, DONALD	872.31	SALARIED
PAVLISKA, JERRY	5.88	HOURLY
PEREZ JR, ABDON	8.40	HOURLY
POLLOCK, JOHN E	1,269.23	SALARIED
PUSTKA, JOHNNIE P	1,730.77	SALARIED
ROBERTS, MICHAEL A	7.99	HOURLY
SALAZAR, ENRIQUE	6.62	HOURLY
SEBESTA, JOHNNY	8.82	HOURLY
SYKOWSKI, MARK J	7.89	HOURLY
SYKOWSKI, STANLEY	11.64	HOURLY
URBANEK, LINDA G	840.00	SALARIED
VACEK, LEONARD B	10.98	HOURLY
WALGER JR, LOUIS E	7.70	HOURLY
WALLECK, NATHAN E	9.38	HOURLY
WASHINGTON, ALEX	8.76	HOURLY
WLECZYK JR, PETE	10.28	HOURLY
WOODS, EFFREN ARARAZ	5.88	HOURLY
ZWAHR JR, CALVIN FRED	11.03	HOURLY
ZWAHR, DALE ALLEN	11.03	HOURLY
ZWAHR, GLEN C	6.62	HOURLY

TOTAL-EMPS = 0030

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALDERMAN SR, PALMER	11.50	HOURLY
ANDERSON, SYLVESTER A	11.50	HOURLY
ARMSTEAD, WILLIE E	7.00	HOURLY
BOONE, CALVIN A	7.50	HOURLY
CLOUDT, RAY ALAN	9.25	HOURLY
DE LEON, PETE	8.25	HOURLY
DENHAM, BEN	1,730.77	SALARIED
EVANS, M.C.	8.75	HOURLY
GARRETT, WILLIE	10.25	HOURLY
GERTSON, EMERSON DONALD	1,153.85	SALARIED
HEDT, MELVIN	11.50	HOURLY
HEDT, W. LEE	11.50	HOURLY
HIGGINS, CLARENCE V	7.50	HOURLY
HOLIK, STEVEN	10.75	HOURLY
HRUZEK, G. A.	11.50	HOURLY
JEBBIA, ANTHONY JAMES	1,346.15	SALARIED
JUAREZ, JESSIE	8.50	HOURLY
KETTLER, LONNIE	11.50	HOURLY
KRENEK, JOHNNIE	11.50	HOURLY
KROBOT, RAYMOND	11.50	HOURLY
MAGER, HARVEY ALVIN	10.50	HOURLY
MALY,DANIEL ROY	1,153.85	SALARIED
MC CANN, JAMES L	819.23	SALARIED
NOTO, ANTHONY JULIUS	830.77	SALARIED
OBERHOFF, ERVIN	1,173.08	SALARIED
ORTEGA, LUPE	10.25	HOURLY
PHILLIPS JR, ELMO	7.00	HOURLY
PRYOR JR, CECIL E	7.50	HOURLY
REEL, LINDA BOYCE	488.46	SALARIED
SANFORD, CLIFF	9.00	HOURLY
SAPP-FRIERY, PATSY	711.54	SALARIED
TEYKL, DON ALLEN	1,153.85	SALARIED
TEYKL, PHILLIP	11.50	HOURLY
TURNER III, WILLIE	8.00	HOURLY
VELA JR, JESUS	7.75	HOURLY
WASICEK, BENNIE	9.00	HOURLY
ZUNKER JR, RICHARD A	9.50	HOURLY

TOTAL-EMPS = 0037

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BASS, FREDDIE LEE	891.34	SALARIED
BEZECNY JR, RAYMOND G	661.50	SALARIED
CHERNOSKY, ANTON	1,229.35	SALARIED
CHERNOSKY, FRANK	900.86	SALARIED
CHERNOSKY, LEON	1,076.25	SALARIED
FREDERICK, DOIS	1,046.69	SALARIED
GARZA, PANCHO	993.07	SALARIED
GONZALES, ANGEL	630.00	SALARIED
GROTE, JODY	661.50	SALARIED
HARRINGTON, DARBY	630.00	SALARIED
HEMPHILL, WILLIAM	676.95	SALARIED
JANIK, MARVIN JOHN	1,282.71	SALARIED
JORDAN, THOMAS E	630.00	SALARIED
KOLOJACO, DIANNA AMELIA	630.00	SALARIED
MACEK, JOHNNY	775.38	SALARIED
MAZURKIEWICZ, STEVE H	950.77	SALARIED
MCGEE, LEE A	665.53	SALARIED
PERKINS, ANDREW	736.84	SALARIED
PRESSLEY, ALTON B	1,730.77	SALARIED
ROBERTSON, ALEXIS	630.00	SALARIED
SEELY SR, WALLACE D	1,310.75	SALARIED
SHEARD, JOANNE MARIE	738.84	SALARIED
SHEARD, OPAL L	674.10	SALARIED
STADE, RICHARD E	700.00	SALARIED
TITMAN, JAMES DARYL	630.00	SALARIED
WINKLER, ROBERT C	630.00	SALARIED

TOTAL-EMPS = 0026

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ALAN	10.50	HOURLY
ANDERSON, JOE LOUIS	1,262.94	SALARIED
ASHTON, MERVYN	9.00	HOURLY
BEAL, RICHARD B.	6.90	HOURLY
BLUE, JAMES W	5.50	HOURLY
CURRY, HENRY LEWIS	9.75	HOURLY
DIRBA, RAYMOND JOHN	10.00	HOURLY
FINCH, JIM D	10.30	HOURLY
GARCIA, ALBERTO	6.55	HOURLY
GRANT, MARC	8.30	HOURLY
HOOKER, THOMAS	7.00	HOURLY
JUREK, LADGIE	11.10	HOURLY
JUREK, LOUIS RICHARD	10.30	HOURLY
KOEHNE, DAVID	6.50	HOURLY
KOTZUR, SHIRLEY	723.53	SALARIED
LENARD, ANTHONY	8.00	HOURLY
LUTTS, BOB	1,730.00	SALARIED
MALAC, ALOIS	8.25	HOURLY
MALOTA, ARNOLD F.	8.25	HOURLY
MOSS, EDDIE	7.60	HOURLY
ORDONO, NILA	6.50	HOURLY
PARKER, FREDDIE	7.25	HOURLY
PAVLOCK, MIKE	6.60	HOURLY
PESAK, DAVID	7.70	HOURLY
PHILIPP, LEONARD	5.50	HOURLY
REZNICEK SR, HENRY	1,333.79	SALARIED
SHELTON, CLARENCE	9.80	HOURLY
SPECKMAIER, CALVIN	9.80	HOURLY
STRATMAN, BOBBY	9.80	HOURLY
WARREN, WILLIAM P	771.75	SALARIED
WEYAND, ALLISON J	7.00	HOURLY
ZAPALAC, ALVIN	1,285.04	SALARIED
ZOOK, GREGG	6.62	HOURLY

TOTAL-EMPS = 0033

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN SR, HENRY	9.02	HOURLY
ARMSTEAD, CHARLIE R	9.92	HOURLY
BAXTER, LARRY J	8.03	HOURLY
BENTON, STANLEY REID	8.66	HOURLY
BUTLER, JACK D	10.50	HOURLY
BYRD, BRYAN RAY	9.11	HOURLY
CANIPE, JAMES CLINE	8.76	HOURLY
COOPER, JR. P. JOHNNIE	5.92	HOURLY
CUBINE, BEVERLY A	7.35	HOURLY
CUBINE, DAVID LEE	6.51	HOURLY
CUBINE, FRANK RAY	6.73	HOURLY
DUNN, MARLIN L	5.78	HOURLY
DUSEK, EUGENE FRANK	5.92	HOURLY
EASTERLING, JOHN	10.45	HOURLY
GAMINO, RODRIGO L	6.28	HOURLY
GAMINO, VALENTINE	6.28	HOURLY
GERKEN, DANIEL E	1,346.15	SALARIED
GLASSCOCK, IVAN W	8.99	HOURLY
GRAY, ERNEST	6.41	HOURLY
GRUDZIECKI, JOHN C	5.67	HOURLY
GUNTLE, DAVID C	8.82	HOURLY
HARTMANN, JANICE	741.64	SALARIED
HEDT, GILBERT W	11.72	HOURLY
HUSTEDE, BENNIE R	11.72	HOURLY
JACOBSON, FRED	460.38	SALARIED
JALOWY, DAVID W	1,256.79	SALARIED
JANCZAK, THOMAS J	11.29	HOURLY
JANKOWIAK, MIKE	7.73	HOURLY
JONES, GEORGE WILLIAMS JR.	10.30	HOURLY
KELLEY, CLYDE ROSS	5.20	HOURLY
KERLEY, KERRY L	6.39	HOURLY
KUCHERKA JR, STANLEY L	2,052.35	SALARIED
LAMENSKY, CLARENCE W.	9.08	HOURLY
LOTT, ALVIN	7.88	HOURLY
MACHOSKY, STANLEY J	7.03	HOURLY
MATTHIES, THOMAS	6.04	HOURLY
MEYEN, DAVID WAYNE	8.40	HOURLY
MEYER, JO ANN	726.92	SALARIED
MOSIER, GEOFFREY L	8.00	HOURLY
MUEGGE, MARK W	11.72	HOURLY
ORTIZ, RUDY V	6.23	HOURLY
PAVLICEK JR, ALBERT A	5.78	HOURLY
PETERS, AUGUST P	6.41	HOURLY
PIEPER, LESLIE E	10.22	HOURLY
PUSTKA, DANIEL J	11.72	HOURLY
RAMEY, MICHAEL	6.30	HOURLY
REID, CHARLES M	11.45	HOURLY
REID, CHARLES W	7.00	HOURLY
RIVERA, GILBERTO	6.04	HOURLY
RODRIGUEZ, ALBERT	6.30	HOURLY
ROHDE, KENNETH	5.67	HOURLY

00510

PAYEMP

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

0051 DRAINAGE DISTRICT MAINT. AVAIL

TUE, MAR 5, 1985, 8:23 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
SCHMIDT, W LEE	1,231.73	SALARIED
SCHNEIDER, MELVIN C	11.72	HOURLY
SEBESTA JR, TELLAS	9.90	HOURLY
SEBESTA, BILLY JOE	11.72	HOURLY
SEBESTA, MARK ALLEN	6.30	HOURLY
SEBESTA, TELLAS	11.72	HOURLY
SLIVA JR, CHARLIE JOE	11.72	HOURLY
STEAMER, ARTHUR J	5.20	HOURLY
TWARDOWSKI, JAMES E	5.92	HOURLY
VOGLER, MARK A	1,208.51	SALARIED
WARE, DEE FOREST	5.67	HOURLY
WIEGHAT, RODNEY W	9.38	HOURLY
WITEK JR, RAYMOND	6.04	HOURLY
ZAPALAC, FRANK E	5.20	HOURLY

TOTAL-EMPS = 0065

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MOLINA, R. GEORGE	1,230.77	SALARIED
NIETO, MARY S	605.77	SALARIED

TOTAL-EMPS = 0002

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HAMMETT, JOHN J	923.08	SALARIED
JALOMO JR, GILBERT D.	461.54	SALARIED

TOTAL-EMPS = 0002

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DAVIS, KATHRYN ALICE	938.22	SALARIED
HERNANDEZ, ROSE MARY	783.63	SALARIED
MILLER, ROBIN E	738.39	SALARIED
MOORE, STERLING	911.15	SALARIED

TOTAL-EMPS = 0004

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
LACINA, EDMUND GARY	1,042.80	SALARIED

TOTAL-EMPS = 0001

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ADAMEK, WILMA	979.12	SALARIED
ARISMENDEZ, SOILA C	596.15	SALARIED
BASSETT, RAE ETTA	893.58	SALARIED
BRIDGES, DEBBIE	418.76	SALARIED
CASEY, THOMAS K	1,026.92	SALARIED
COLEMAN, LINDA	1,010.96	SALARIED
DOBSON JR, AL	1,346.15	SALARIED
ELKINS, LAWRENCE NEWTON	1,010.96	SALARIED
GOLD, ANNIE L	634.62	SALARIED
GUILLEN, ESTELLA G	1,042.80	SALARIED
MORENO, ROBERT	979.12	SALARIED
STELLY, PAMELA RAY	365.39	SALARIED
VELA, JAVIER	979.12	SALARIED
WALZEL, PAT L	634.62	SALARIED

TOTAL-EMPS = 0014

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE

TOTAL-EMPS = 0699

12. ADVERTISE FOR BIDS FOR CONTRACT MOWING FOR THE COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for contract mowing for the county.

13. CONSIDER PURCHASE OF 12-TON CAPACITY REAR LOADING RAMP TYPE TANDEM TRAILER AND HIGH DENSITY MOBILE STORAGE SYSTEM "SPACESAVER HC-1D" (OR EQUAL) MECHANICALLY ASSISTED TYPED, FROM BIDS PREVIOUSLY OPENED:

Consider purchase of 12-ton capacity rear loading ramp type tandem trailer:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject all bids and readvertise for 12-ton capacity rear loading ramp type tandem trailer.

Consider purchase of high density mobile storage system "spacesaver HC-1D" (or equal) mechanically assisted typed:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve purchase of high density mobile storage system "spacesaver HC-1D" mechanically assisted typed for District Clerk's office from Wayne Myers Co. in the amount of $17,997.36. Funds to come from Revenue Sharing, EP 13 Interest, EP 14 Interest and EP 14 Capitol Outlay. (Recorded in minutes in full)

14. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

RECESS:

Commissioners' Court recessed at 12:20 p.m.

RECONVENE:

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

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

No action taken.

16. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) TWO LIFTS, VEHICLE, TWIN POST, 9000 #CAP, ABOVE GROUND, CHAIN DRIVEN (2) ONE OR MORE TRUCK, CAB AND CHASSIS (FOR DUMP BED) 48000 GVW (3) RENOVATION OF FORT BEND COUNTY FAIRGROUNDS BBQ BUILDING AND (4) UMBRELLA LIABILITY INSURANCE $5 MILLION AND $10 MILLION:

Open bids for two lifts,vehicle, twin post, 9000 #cap, above ground, chain driven:

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

A.	Vasco Equipment Warehouse	$ 4,145.00
B.	David W. Ford	$ 4,463.00
C.	MTF Equipment Sales	$ 4,100.00

perfect 9/13/85

(re-bid)

PURCHASING DEPARTMENTS ANALYSIS OF ONE (1) 12 TON CAPACITY REAR LOADING RAMP TYPE TANDEM TRAILER.

The following companies submitted bids on the above stated item.

COMPANY	BID PRIGE	WHEELS	TIRE SIZE	AXLE	REMARKS
MUSTANG TRACTOR AND EQUIPMENT COMPANY.	$9,343.26	10 HOLE	9:00x14.5	(2) 12,000 lb.	Bid bond submitted. All specifications met.
COMMERCIAL TRAILER SALES.	$9,535.00	10 HOLE	15" 12 PLY	(2) 15,000 lb.	Cashier's check submitted. All specifications met.
HI-WAY EQUIPMENT	$7,390.00	8 HOLE	9:00x14.5	(2) 12,000 lb.	Bid bond submitted. Specifications called for a 10 hole wheel and an 8 hole wheel was bid. Non-Compliance.
HOBBS TRAILERS	$7,838.00	8 HOLE	9:00x14.5 (12 ply)	(2) 12,000 lb.	Cashier's check submitted. Specifications called for a 10 hole wheel and an 8 hole wheel was bid. Non-Compliance.
FOGLE EQUIPMENT CO.	$6,780.00	10 HOLE BUDD	7.50x16 (10 ply)	(2) 10,000 lb.	Bid bond submitted. Specifications called for (2) 12,000 lb capacity axles and (2) 10,000 lb capacity axles were submitted. Also 5" electric brakes were called for and 4" electric brakes were submitted. Non-Compliance.

It is the recommendation of the Purchasing Department that Mustang Tractor and Equipment Company be awarded the bid on the 12 ton tandem trailer, whose bid price of $9,343.26 was the lowest and best bid. Mustang Tractor and Equipment Company met all the specifications whereas Hi-Way Equipment, Hobbs Trailers and Fogle Equipment Company did not meet all specifications as indicated in the remarks colume.

John J. Hammett
Purchasing Agent

#13

00518

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Form Rev. Feb. 8, 1985

00519

Issued By: Purchasing Agent Fort Bend County	Bid I.D. No. 85-4	Date Issued: Feb 20, 1985	Page No. 01	No. of Pages 02

INVITATION FOR BIDS
(EXPIRES: Aug 19,1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) 12 ton capacity rear loading ramp type tandem trailer.

Capacity: 12 ton

Platform Length: (18 ft min.)

Width: (95 in min.)

Tire Size: 900 X 14.5

Wheels: 10 hole disc type

Axles: two (2) 12,000lbs. capacity min.

Loading Angle: Not greater than 15 degree

Suspension: Slipper springs with equilizer

Adjustable parking stand

Safety chains

Hitch: Lunette eye - 4 position or equal

Fold up loading Ramps

Mud flaps

12 Volt Electrical System

10,802.74
Less F.E.T. -956.74
Less State Tax -502.74
New Total - $9343.26

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 10,802.74 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 35 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Mustang Tractor & Equipment Co. 12800 Northwest Freeway Houston, Texas 77040		3-5-85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Doug Fisk, Vice-President Sales 713-360-2000	Jerry Jackson Sales Representative 713-460-2000(222)

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

00520

Mustang TRACTOR & EQUIPMENT CO.
HOUSTON, TEXAS 77040 12800 Northwest Freeway (713) 460-2000

YOUR CATERPILLAR DEALER

BEAUMONT, TEXAS 77706 7990 Eastex Freeway (713) 892-8412
EL CAMPO, TEXAS 77437 Highway 71 (North) (713) 543-3389
LUFKIN, TEXAS 75901 Highway 69 (S.E.) (713) 639-5551
BRYAN, TEXAS 77801 3605 S. College St. (713) 846-7761

QUOTATION

0026

TO Ft. Bend County
P. O. Box 368
Richmond, Texas 77469

QUOTATION NO. S85-87

DATE March 5, 1985

CUSTOMER INQUIRY NO.

IMPORTANT: WHEN ORDERING, PLEASE MENTION ABOVE QUOTATION NUMBER AND DATE.

QUAN.	DESCRIPTION	UNIT PRICE	EXTENSION
	Gentlemen:		
	We are pleased to submit the following quotation for your consideration:		
1	122LT-12 Ton Load King Tag-A-Long Trailer.		
	Approximate Weight: 6,870#.		
	Selling Price:	$ 8,852.80	
	~~F.E.T.~~	~~956.74~~	
	Total:	$ 9,809.54	
	Sales Tax:	~~502.74~~	
	Freight:	490.46	
	Total F.O.B. Ft. Bend County:	~~$10,802.74~~	
	Delivery: 5 weeks.	#9343.26	
	We certainly appreciate the opportunity of quoting you and hope we may be favored with your order.		
	JJ:m Enclosures		

APPLICABLE WARRANTY(S): PRICES ARE F.O.B.: As Shown

THIS QUOTATION SHALL TERMINATE UNLESS MUSTANG RECEIVES WRITTEN ACCEPTANCE WITHIN _____ DAYS HEREOF.

ACCEPTED THIS DAY OF _____, 19____

By _____
(If signing for a corporation or partnership, include name of customer and title of person signing.)

MUSTANG TRACTOR & EQUIPMENT COMPANY

By _____ JERRY JACKSON
SALES REPRESENTATIVE (TITLE)

THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE HEREOF, SAME BEING INCORPORATED HEREIN BY REFERENCE.

MT 369

Issued By: Purchasing Agent Fort Bend County	Bid I.D. No. 85-4	Date Issued: Feb 20, 1985	Page No. 01	No. of Page 02

INVITATION FOR BIDS
(EXPIRES: Aug 19,1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) 12 ton capacity rear loading ramp type tandem trailer.

Capacity: 12 ton

Platform Length: (18 ft min.)

Width: (95 in min.)

Tire Size: 15" 12 ply Tires

Wheels: 10 hole disc type

Axles: two (2) 12,000lbs. capacity min.

Loading Angle: Not greater than 15 degree

Suspension: Slipper springs with equilizer

Adjustable parking stand

Safety chains

Hitch: Lunette eye - 4 position or equal

Fold up loading Ramps

Mud flaps

12 Volt Electrical System

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 9,535.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Commercial Trailer Sales 16015 Katy Fwy. Houston, Tx. 77094	Kim Rutherford	3-11-85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Kim Rutherford 578-0093 Vice Pres./Sec.	Neil Mills 578-0093 Salesman

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

00522

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CTS

Commercial Trailer Sales

16015 KATY FREEWAY · HOUSTON, TEXAS 77094 · (713) 578-0093

Specifications

Model: CTS-24-LB

Capacity: 24,000 lbs.

Deck Length: 18'

Wheels: ~~8 - 8 hole Disc Wheels~~

Tires: ~~8 - 7.50 x 16 10 ply Tires~~

Axles: ~~2 - 10,000 lb. axles~~

Suspension: Six Point Slipper Suspension

Jack: Adjustable Parking Stand

Safety Chains: Yes - 2

Hitch: Adjustable Lunett Eye Hitch

Ramps: Fold-over loading ramps

Lights: 12 Volt ICC

Brakes: Electric brakes both axles

Options

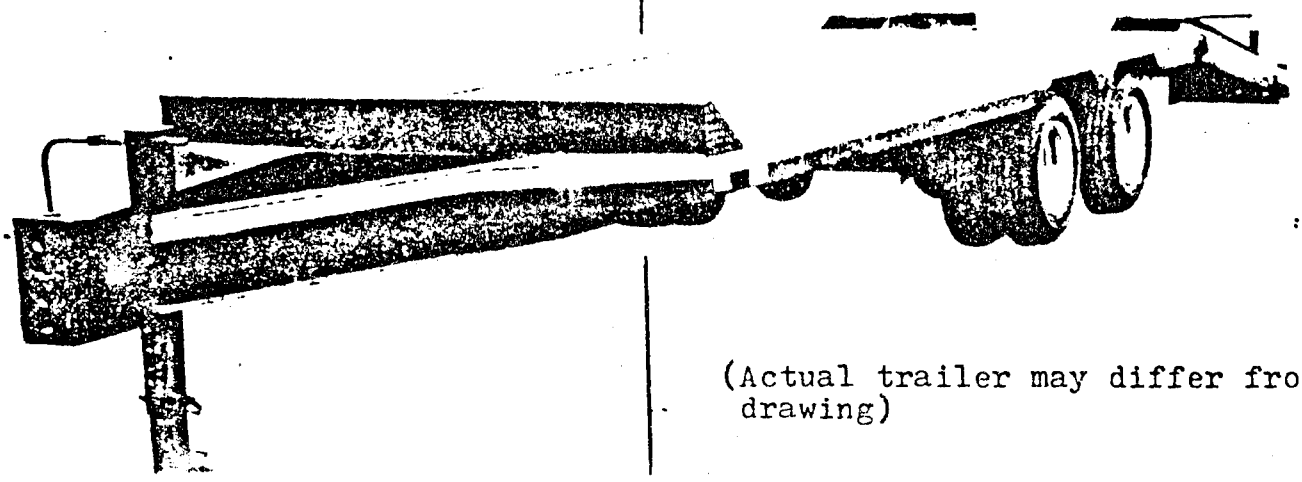
10 Hole Disc Wheels

15" 12 ply rated

15,000 lb. Axles

Super Heavy Equipment Trailer

Constructed of Heavy Duty I-Beam and Channel Iron



(Actual trailer may differ from drawing)

Form Rev. Feb. 8, 1985

00523

Issued By: Purchasing Agent Fort Bend County	Bid I.D. No. 85-4	Date Issued: Feb 20, 1985	Page No. 01	No. of Pages 02

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INVITATION FOR BIDS
(EXPIRES: Aug 19,1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) 12 ton capacity rear loading ramp type tandem trailer.

Capacity: 12 ton

Platform Length: (18 ft min.)

Width: (95 in min.)

Tire Size: (8) 9:00 x 14.5(F)

Wheels: ~~10~~ 8 hole disc type

Axles: two (2) 12,000lbs. capacity min.

Loading Angle: Not greater than 15 degree

Suspension: Slipper springs with equilizer

Adjustable parking stand

Safety chains

Hitch: Lunette eye - 4 position or equal

Fold up loading Ramps

Mud flaps

12 Volt Electrical System

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 7,390.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
HI-WAY EQUIPMENT COMPANY, INC. P. O. Box 14174 Houston, Texas 77221	R. E. Draper, V.P.	3/6/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
R. E. Draper Vice President & General Manager (713) 649-0940	Rick Karlovich Assistant General Manager (713) 649-0940

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

005524

Form Rev. Feb. 6, 1985

0026

Issued By: Purchasing Agent Fort Bend County	Bid I.D. No. 85-4	Date Issued: Feb 20, 1985	Page No. 01	No. of Pages 02

INVITATION FOR BIDS
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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) 12 ton capacity rear loading ramp type tandem trailer.

Capacity: 12 ton

Platform Length: (18 ft min.)

Width: (95 in min.)

Tire Size: _____

Wheels: 10 hole disc type

Axles: two (2) 12,000lbs. capacity min.

Loading Angle: Not greater than 15 degree

Suspension: Slipper springs with equilizer

Adjustable parking stand

Safety chains

Hitch: Lunette eye – 4 position or equal

Fold up loading Ramps

Mud flaps

12 Volt Electrical System

PLEASE COMPLETE THE FOLLOWING: NO FET INCL.
Unit Price $ 7938.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 60 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
HOBBS TRAILERS 7402 EAST-TEX FREEWAY HOUSTON. TX. 77093	Ridge Radney	MARCH 11, 1985

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
RIDGE RADNEY REGIONAL SALES REP. 692·4471 (713)	SAME

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

Clearance and Stop lights

Turn signals

Brakes: Min 5" electric

Trailer weight: (min 6200 lbs)

Optional Equipment Available and Cost

All bidders must furnish manufacturers specifications with bid.

Model:	*Kalyn SCT-24, Tandem axle, Pintle hook, dual wheel, super cargo trailer*
Size:	*8 x 18 Deck plus dove tail & ramps*
Capacity	*24,000 # (12 tons)*
Axles :	*Tandem, 12,000 lb. heavy duty*
Brakes:	*12 1/4 x 5" electric*
Hub Seals	*Oil*
Suspension	*Underslung leaf spring*
Wheels	*8 Hole disc, one piece, dual 6 x 16 Ford type*
Tires:	*9 x 14.5 12 ply nylon*
Frame	*12" wide flange I beam*
ross Sills	*4 " on 18" centers*
Side Rails	*6" Structural Channel*
Rub Rails	*2" x 3/8" Flat bar*
Stake Pockets	*2" X 4" on 24" centers*
Hitch	*Pintle Hook*
Floor	*1-1/2" #1 Yellow Pine or 2" select oak*
Bumper;	*Heavy duty with ramp bar*
Mud Flaps	*anti-sail*
Spare Tire Carrier	*None*
Landing Gear	*10,000# Drop leg jack*
Lighting	*ICC, 6 way plug, wiring in conduit*
Finish	*Sandblasted, prime coated and painted two coats of acrylic enamel and pin stiriped with decorative stripeing.*
Weight	*Approximately 6,000 #*
Bed Height	*37" loaded approximately*
Dove Tail	*60" Self cleaning with 60" foldover self cleaning ramps*

All bids must be accompanied by a Certified of Cashier's Check in the amount of five percent (5%) of the total amount of bid. Bidders bonds will also be accepted. No proposal may be with drawn for a period of sixty (60) days after receipt of bids except with approval of the Fort Bend County Purchasing Agent.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
HOBBS TRAILERS	SIGNED: Ridge Rainey	MAR. 11, 1985

Form Rev. Feb. 6, 1985

Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Agent 0026 Fort Bend County	85-4	Feb 20, 1985	01	02

INVITATION FOR BIDS
(EXPIRES: Aug 19,1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) 12 ton capacity rear loading ramp type tandem trailer.	ANDERSON MFG. 12 TON TRAILER
Capacity: 12 ton	12 Ton
Platform Length: (18 ft min.)	18'
Width: (95 in min.)	96"
Tire Size:	7.50 X 16 (10 ply) Tube Type
Wheels: 10 hole disc type	10 Hole Budd
Axles: two (2) 12,000lbs. capacity min. N C	2-10,000 lb. axles
Loading Angle: Not greater than 15 degree	YES
Suspension: Slipper springs with equilizer	YES
Adjustable parking stand	12,000 lb. Drop leg jack
Safety chains	YES
Hitch: Lunette eye - 4 position or equal	YES
Fold up loading Ramps	YES
Mud flaps	YES
12 Volt Electrical System	YES

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 6,780.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
FOGLE EQUIPMENT CO. 8821 Almeda Rd. P.O. Box 14207 Houston, TX 77221 (713) 799-9175	R. A. Tucker, Vice-President	3-8-85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
R. A. Tucker, Vice-President (713) 799-9175	Lou Epps (713) 799-9175

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

Clearance and Stop lights	YES
Turn signals	YES
Brakes: Min 5" electric NC	4" Electric
Trailer weight: (min 6200 lbs)	YES
Optional Equipment Available and Cost	Spare tire & wheel included in price.

All bidders must furnish manufacturers specifications with bid.

Constructed of w-12 A 19 I-Beam, 3" X 4.5" channel crossmember on 18" center; 6" X 8.2" channel outer rail; $\frac{1}{4}$" X 3" flatbar rub rail; 4" X 5.4" channel stake pockets; axles-10,000 lb. capacity each with oil bath bearing & electric brake; 5" diameter axle tube; heavy duty 3" wide slipper spring; floor-2" X 8" pine; trailer is sand blasted after completiom, painted with one coar of primer and two coats of enamel.

All bids must be accompanied by a Certified of Cashier's Check in the amount of five percen (5%) of the total amount of bid. Bidders bonds will also be accepted. No proposal may be wi drawn for a period of sixty (60) days after receipt of bids except with approval of the Fort Bend County Purchasing Agent.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
FOGLE EQUIPMENT CO. 8821 Almeda Rd. P.O. Box 14207 Houston, TX 77221	R. A. Tucker Vice-President SIGNED: R. A. Tucker	3-8-85

00528

(#13 h)

award 3/18/85

PURCHASING DEPARTMENTS ANALYSIS ON ONE (1) HIGH DENSITY MOBILE TRACK STORAGE SYSTEM "SPACESAVER HC-1D" (OR EQUAL) MECHANICALLY
0026 ASSISTED.

The following companies submitted bids on the above stated item.

WAYNE MYERS CO.

Bid price $17,997.36

Delivery within 45 calendar days.

Bidder guaranties price for 45 days.

ADVANCED OFFICE SYSTEMS

Bid price $21,184.00

Delivery within 120 calendar days.

Bidder guaranties price for 19 days.

ACCUDATE OF HOUSTON

Bid price $21,963.94

Delivery within 45-60 calendar days.

Bidder guaranties price for 30 days, terms 1% 10 days; net 30 days.

It is the recommendation of the Purchasing Department that Wayne Myers Company be awarded the bid on the High Density Mobile Track Storage System, whose bid price of $17,997.36 was the lowest and best bid.

John J. Hammett
Purchasing Agent

00529

Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Agent Fort Bend Co	85-3	Feb 20, 1985	1	5

INVITATION FOR BIDS
(EXPIRES: Aug 19, 1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) high density mobile track storage system "Spacesaver HC-1D" (or equal) mechanically assisted. Specifications attached.

Successful bidder shall be required to give a good and sufficient bond in the full amount of the contract price, for the faithful performance of such contract, executed by some surety company authorized to do business in the State of Texas in accordance with the provisions of Article 5160, Revised Statutes of 1925 and the amendments thereto.

Successful bidder shall provide certificates of of Insurance before construction begins for Worker's Compensation and providing Texas Stautory Benefits as well as Comprehensive General Liability in the amount of $500,000.00 combined single limit each occurance.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $17,997.36 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 45 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Wayne Myers Company P.O. Box 758 Edna, TX 77957	Wayne Myers	March 11, 1985

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Wayne Myers, Owner 512/782-3521	Wayne Myers, Owner 512/782-3521

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Agent Fort Bend Co	85-3	Feb 20, 1985	1	5

0026

INVITATION FOR BIDS
(EXPIRES: Aug 19, 1985)

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Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) high density mobile track storage system "Spacesaver HC-1D" (or equal) mechanically assisted. Specifications attached.

Successful bidder shall be required to give a good and sufficient bond in the full amount of the contract price, for the faithful performance of such contract, executed by some surety company authorized to do business in the State of Texas in accordance with the provisions of Article 5160, Revised Statutes of 1925 and the amendments thereto.

Successful bidder shall provide certificates of of Insurance before construction begins for Worker's Compensation and providing Texas Stautory Benefits as well as Comprehensive General Liability in the amount of $500,000.00 combined single limit each occurance.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 21,184.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 120 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 19 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Advanced Office Systems 10692 Haddington Drive Houston, Texas 77043	Richard J. Scalzitti Pres.	March 11, 1985

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Richard J. Scalzitti President (713) 932-9527	Mike Kirk Senior Account Executive (713) 932-9527

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

Equipment - $17,226.00
Installation - $2958.00
Freight - $1000.00

00531

Issued by:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Agent Fort Bend Co	85-3	Feb 20, 1985	1	5 0026

INVITATION FOR BIDS
(EXPIRES: Aug 19, 1985)

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One (1) high density mobile track storage system "Spacesaver HC-1D" (or equal) mechanically assisted. Specifications attached.

Successful bidder shall be required to give a good and sufficient bond in the full amount of the contract price, for the faithful performance of such contract, executed by some surety company authorized to do business in the State of Texas in accordance with the provisions of Article 5160, Revised Statutes of 1925 and the amendments thereto.

Successful bidder shall provide certificates of of Insurance before construction begins for Worker's Compensation and providing Texas Stautory Benefits as well as Comprehensive General Liability in the amount of $500,000.00 combined single limit each occurance.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 21,963.94 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45-60 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 30 days. Terms: 1% 10 days; net 30 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
AccuData of Houston 6304 Alder, Suite 3 Houston, Texas 77081	Randy Morton	March 11, 1985

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Randy Morton General Manager 713-661-6164	Same

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

Adjustable File Dividers 10" High
5" Free Rolling Drive Wheel

Open bids for one or more truck, cab and chassis (for dump bed) 48000 GVW:

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

A.	LaMarque Ford	$ 36,865.25
B.	Alvin Equipment Co.	$ 36,500.00
C.	South Loop Ford	$ 35,900.00

Open bids for renovation of Fort Bend County Fairgrounds BBQ Building:

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

A.	Metro Commercial Constr.	Total	$ 48,900.00
	Phase 1		$ 11,780.00
	Phase 2		$ 7,681.00
	Phase 3		$ 29,447.00
B.	Ed Meyers Bldg.	Total	$ 51,833.00
	Phase 1		$ 19,696.00
	Phase 2		$ 10,366.00
	Phase 3		$ 21,771.00

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts absent for vote, it is ordered to reject all bids.

Open bids for Umbrella liability insurance - $5 million and $10 million:

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

17. 1:45 P.M.- PRESENTATION BY DAWSEY/ENGLISH ARCHITECTS REGARDING NEW COUNTY ANNEX BUILDING:

A presentation by Dawsey/English Architect regarding new county annex building was given by:

Leo Dawsey	Oza Bouchard
Harry Golemon	Allen Rice

18. APPROVE BILLS:

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

19. ADVERTISE FOR BIDS FOR LIFE INSURANCE FOR INDIVIDUALS AND DEPENDENTS ON AN OPTIONAL BASIS AS A PAYROLL DEDUCTION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for life insurance for individuals and dependents on an optional basis as a payroll deduction.

20. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 3:30 p.m. Monday, March 18, 1985.

00533 (16)

Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Page
PURCHASING DEPARTMENT	85-7	02-27-85	1	6

INVITATION FOR BIDS
(EXPIRES: DEC 31,85)

0026

Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., March 18, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30P.M., March 18, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

Renovation of Fort Bend County Fairgrounds BBQ Bldg.
(Specifications attached)

For further information contact: KARL BAKER
3403 AVENUE F
ROSENBERG, TX 77471
PHONE: 713/342-2863

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 51,833.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 82 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 30 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
ED MEYER BUILDING CO., INC. 9305 RONDA HOUSTON, TEXAS 77074	E. L. Meyer	March 18, 1985

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
E. L. Meyer, President, 771-3842	Bob Smock, Project Manager, Estimator 771-3842

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

000534

March 18, 1985 -

0026

FAIRGROUNDS BBQ PIT RENOVATION

I. Location: Fort Bend Fairgrounds HWY 36 2 miles South of Rosenberg
Manager, Lawrence Elkins 342-6171

II. Reference Drawings - 8516 and 8517

III. Scope: Renovation to be completed in 3 phases, description is as follows:
(official description on drawing 8516 will take precendence)

SEQUENCE OF CONSTRUCTION

Phase I

1. Remove existing BBQ Pit to floor line and repair south wall.
2. Convert outside chimney to Pre-Burner
3. Construct paving from Col 1A to North East corner of Col 1.
4. Build 2 BBQ Pits as shown w/chimneys.
5. Replace all screen east wall.
6. Add electrical exhaust fan under existing turbine vent and repair turbine to good working order.

TIME LIMIT: April 26, 1985

Phase II

1. Build partition wall w/cedar board facing @ Col 2.(w/door)
2. Install all cabinets & counters and sinks in east bay.
3. Install 50 gal. hot water tank and natural gas lines and extend water lines as required.
4. Add 3 new doors: 1 North wall and 2 East wall
5. Remove door, S.E. corner and repair wall.
6. Construct 2 new tables

START TIME: May 20, 1985

FINISH TIME: Bidders Declaration 31 Days.

Phase III

1. Move existing wall from Col line 2A to 3 & Modify as noted
2. Extend building 10'West & South
3. Add 6' hollow concrete block wall at Col 1A, South.
4. Add concrete 10' West and 10' South from 1A to 4.
5. Add handrail from Col 3 to Col 4. Modify Existing as much as possible.
6. Relocate window "A".
7. Build all counters in West bay.
8. Add sinks & Plumbing in West bay.
9. Complete all Required Electircal.
10. Add 2-52" fans & roof vent.
11. Add 18" CMP (15'±)

START TIME: May 20, 1985

FINISH TIME: Bidders Declaration 31 Days.

00535

PART I. Concrete Block

1. All concrete block shall be good quality standard weight hollow masonry block.

0026

PART J. Storage and Clean Up

1. Materials may be stored on Fairgrounds by permission of Fairgrounds manager.

2. Any existing concrete, asphalt, grass, earth slopes, trees, miscellaneous landscaping items, and other existing physical features damaged during construction shall be restored to its original condition before final acceptance.

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job and will perform all the specified work to provide a first class job, and that I agree to begin work within _____ days after being awarded the Contract, and will complete the work within 15 days after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor. **

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percint (5%) of the total amount bid payable without recourse to the order of Fort Bend County or a Proposal Bond in the same amount from a reliable surety company as a guarantee the Bidder, if awarded the bid, will furnish the itmes bid within the time specified.

WARRANTY INFORMATION: (1) PHASE I One (1) years

(2) PHASE II One (1) years

(3) PHASE III One (1) years

BID PRICE: PHASE I $19,696.00

BID PRICE: PHASE II $10,366.00

BID PRICE: PHASE III $21,771.00

TOTAL BID PRICE (PHASES I,II, & III) $51,833.00

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

**SUCCESSFUL BIDDER SHALL PROVIDE CERTIFICATES OF INSURANCE BEFORE CONSTRUCTION BEGINS FOR WORKER'S COMPENSATION AND PROVIDING TEXAS STAUTORY BENEFITS AS WELL AS COMPREHENSIVE GENERAL LIABILITY IN THE AMOUNT OF $500,000.00 COMBINED SINGLE LIMIT EACH OCCURANCE.

00536

(16)

Issued By: PURCHASING DEPARTMENT	Bid I.D. No. 85-7	Date Issued: 02-27-85	Page No. 1	No. of Pages 6

0026

INVITATION FOR BIDS
(EXPIRES: DEC 31, 85)

Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., March 18, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30P.M., March 18, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

Renovation of Fort Bend County Fairgrounds BBQ Bldg.
(Specifications attached)

For further information contact: KARL BAKER
3403 AVENUE F
ROSENBERG, TX 77471
PHONE 713/342-2863

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 48,900.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 45 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 30 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Metro Commercial Construct. 1234 N. Post Oak #150 Houston, Texas 77055	Ron Dinkel Ron Dinkel	3-18-85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Ron Dinkel Project Manager 680-0091	Ron Dinkel Project Manager 680-0091

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

00537

March 18, 1985 -

FAIRGROUNDS BBQ PIT RENOVATION

I. Location: Fort Bend Fairgrounds HWY 36 2 miles South of Rosenberg
Manager, Lawrence Elkins 342-6171

II. Reference Drawings - 8516 and 8517

III. Scope: Renovation to be completed in 3 phases, description is as follows:
(official description on drawing 8516 will take precendence)

SEQUENCE OF CONSTRUCTION

Phase I

1. Remove existing BBQ Pit to floor line and repair south wall.
2. Convert outside chimney to Pre-Burner
3. Construct paving from Col 1A to North East corner of Col 1.
4. Build 2 BBQ Pits as shown w/chimneys.
5. Replace all screen east wall.
6. Add electrical exhaust fan under existing turbine vent and repair turbine to good working order.

TIME LIMIT: April 26, 1985

Phase II

1. Build partition wall w/cedar board facing @ Col 2.(w/door)
2. Install all cabinets & counters and sinks in east bay.
3. Install 50 gal. hot water tank and natural gas lines and extend water lines as required.
4. Add 3 new doors: 1 North wall and 2 East wall
5. Remove door, S.E. corner and repair wall.
6. Construct 2 new tables

START TIME: May 20, 1985

FINISH TIME: Bidders Declaration 15 working Days.

Phase III

1. Move existing wall from Col line 2A to 3 & Modify as noted
2. Extend building 10'West & South
3. Add 6' hollow concrete block wall at Col 1A, South.
4. Add concrete 10' West and 10' South from 1A to 4.
5. Add handrail from Col 3 to Col 4. Modify Existing as much as possible.
6. Relocate window "A".
7. Build all counters in West bay.
8. Add sinks & Plumbing in West bay.
9. Complete all Required Electircal.
10. Add 2-52" fans & roof vent.
11. Add 18" CMP (15'±)

START TIME: May 20, 1985

FINISH TIME: Bidders Declaration 20 working Days.

00538

PART I. Concrete Block

1. All concrete block shall be good quality standard weight hollow masonry block.

PART J. Storage and Clean Up

1. Materials may be stored on Fairgrounds by permission of Fairgrounds manager.

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2. Any existing concrete, asphalt, grass, earth slopes, trees, miscellaneous landscaping items, and other existing physical features damaged during construction shall be restored to its original condition before final acceptance

==========

IN SUBMITTING THIS BID, I CERTIFY that I have thoroughly inspected the job and will perform all the specified work to provide a first class job, and that I agree to begin work within 7 days after being awarded the Contract, and will complete the work within 45 WORKING days after being awarded the Contract. It is also agreed that adequate liability insurance will be carried by the Contractor. ** NOTE JOB SEQUENCE

==========

BID SECURITY: Bidders must furnish a cashier's check or a certified check for at least five percint (5%) of the total amount bid payable without recourse to the order of Fort Bend County or a Proposal Bond in the same amount from a reliable surety company as a guarantee the Bidder, if awarded the bid, will furnish the itmes bid within the time specified.

==========

WARRANTY INFORMATION: (1) PHASE I One years

(2) PHASE II One years

(3) PHASE III One years

==========

BID PRICE: PHASE I	$ 11,780.00
BID PRICE: PHASE II	$ 7,681.00
BID PRICE: PHASE III	$ 29,447.00
TOTAL BID PRICE (PHASES I,II, & III)	$ 48,908.00

==========

GENERAL INFORMATION: It is understood that if accepted by the Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this Proposal will be taken as failure of the bidder to comply with the Contract Agreement and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive informalities and irregularities or to accept any bid considered advantageous.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof.

==========

**SUCCESSFUL BIDDER SHALL PROVIDE CERTIFICATES OF INSURANCE BEFORE CONSTRUCTION BEGINS FOR WORKER'S COMPENSATION AND PROVIDING TEXAS STAUTORY BENEFITS AS WELL AS COMPREHENSIVE GENERAL LIABILITY IN THE AMOUNT OF $500,000.00 COMBINED SINGLE LIMIT EACH OCCURANCE.

Dawsey/English/Architects
Golemon & Rolfe Associates, Inc.
A Joint Venture
13515 Southwest Freeway
Suite 204
Sugar Land, Texas 77478
713/491-9330

00539

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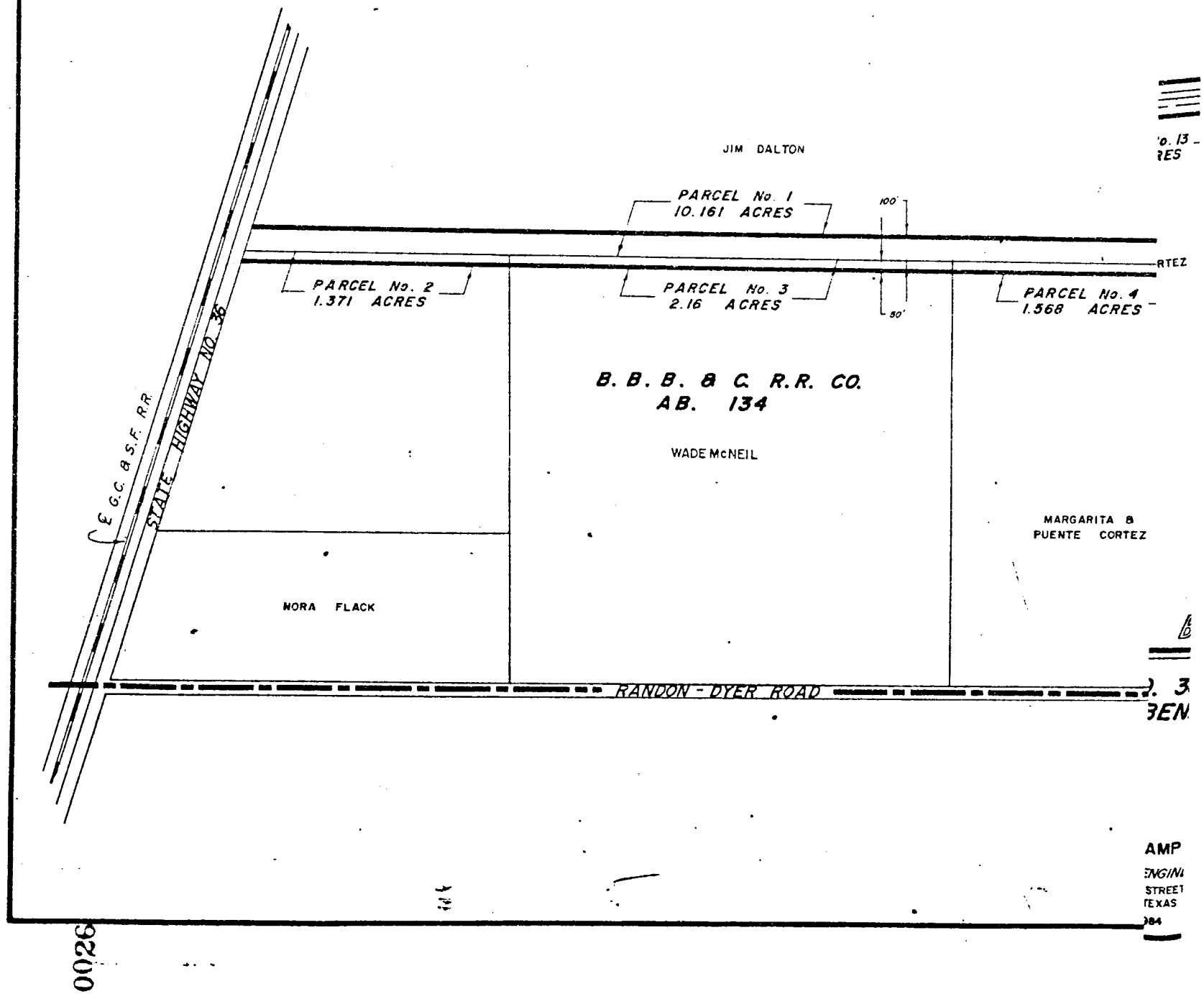
AGENDA

Presentation
to

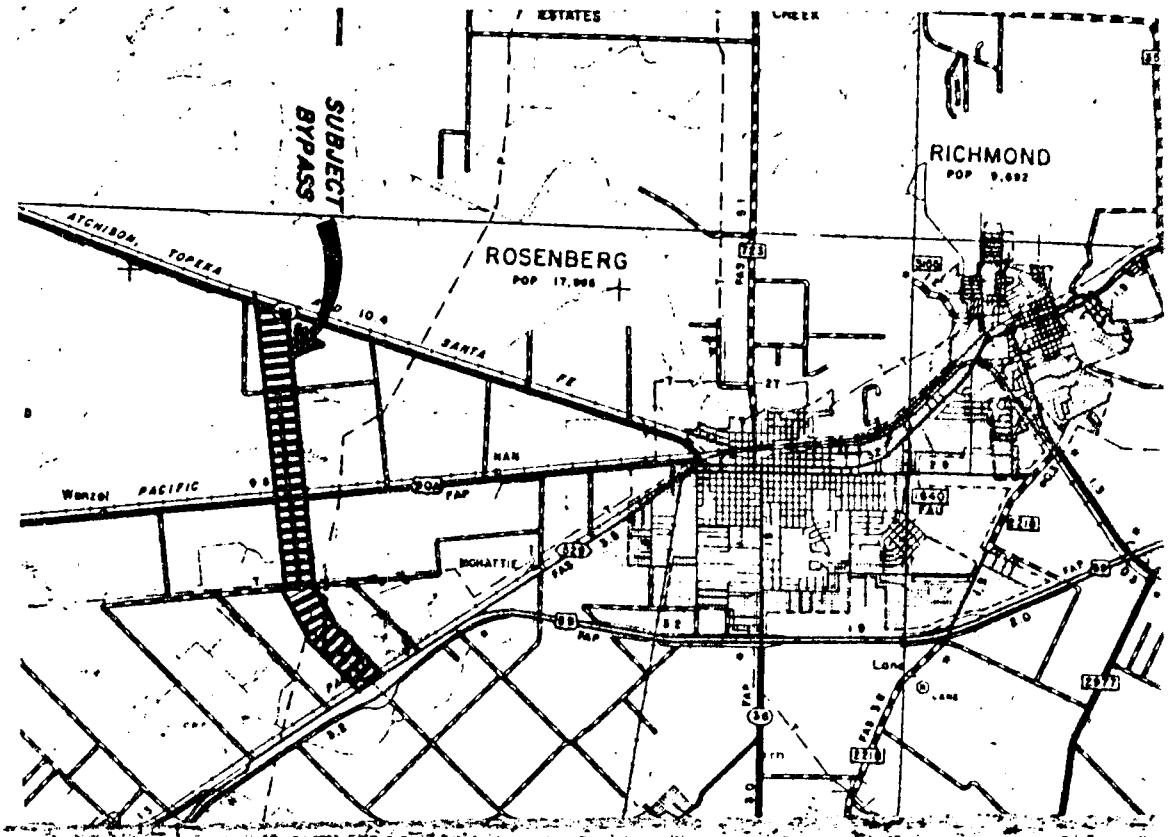
The Honorable Jodie Stavinoha
Fort Bend County Judge
and
Commissioners' Court

March 18, 1985

I.	Introductions	Leo Dawsey
II.	Project Team Organization	Harry Golemon
III.	Design Process	Oza Bouchard
IV.	Visual Presentation Related Projects	Leo Dawsey Harry Golemon
	New Courthouse Annex	Allen Rice
V.	Discussion and Questions	All


JIM DALTON
PARCEL No. 1
10.161 ACRES
100'
PARCEL No. 2
1.371 ACRES
PARCEL No. 3
2.16 ACRES
50'
PARCEL No. 4
1.568 ACRES
B. B. B. & C. R.R. CO.
AB. 134
WADE McNEIL
MARGARITA &
PUENTE CORTEZ
NORA FLACK
RANDON - DYER ROAD
STATE HIGHWAY NO. 36
℄ G.C. & S.F. R.R.
RTEZ
AMP
STREET
TEXAS

00540
0026


SUBJECT BYPASS
ROSENBERG
RICHMOND
ATCHISON, TOPEKA
SANTA FE
Wenzel PACIFIC
MCHATTIE

WEEKS ROAD

ROBT. M. & ROGER M. CORTEZ

JAS. R. CROMER

YANDELL FERRIS
AB. 374

IVY M. MORRISON
TRUST

PARCEL No. 7
0.359 ACRES

FRANK W. MURPH
MFG. CO.

00542

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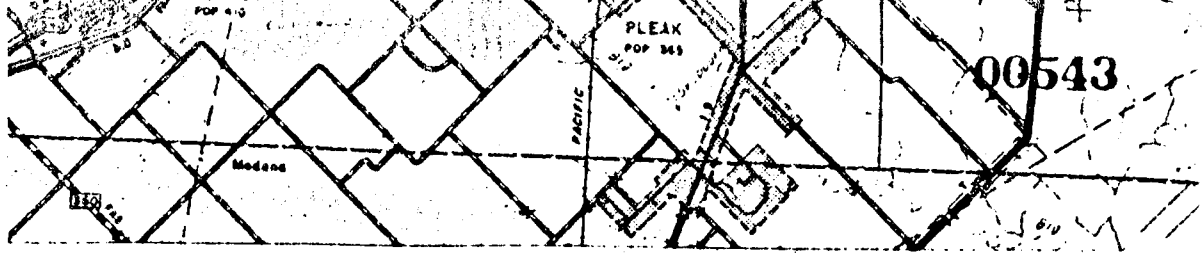
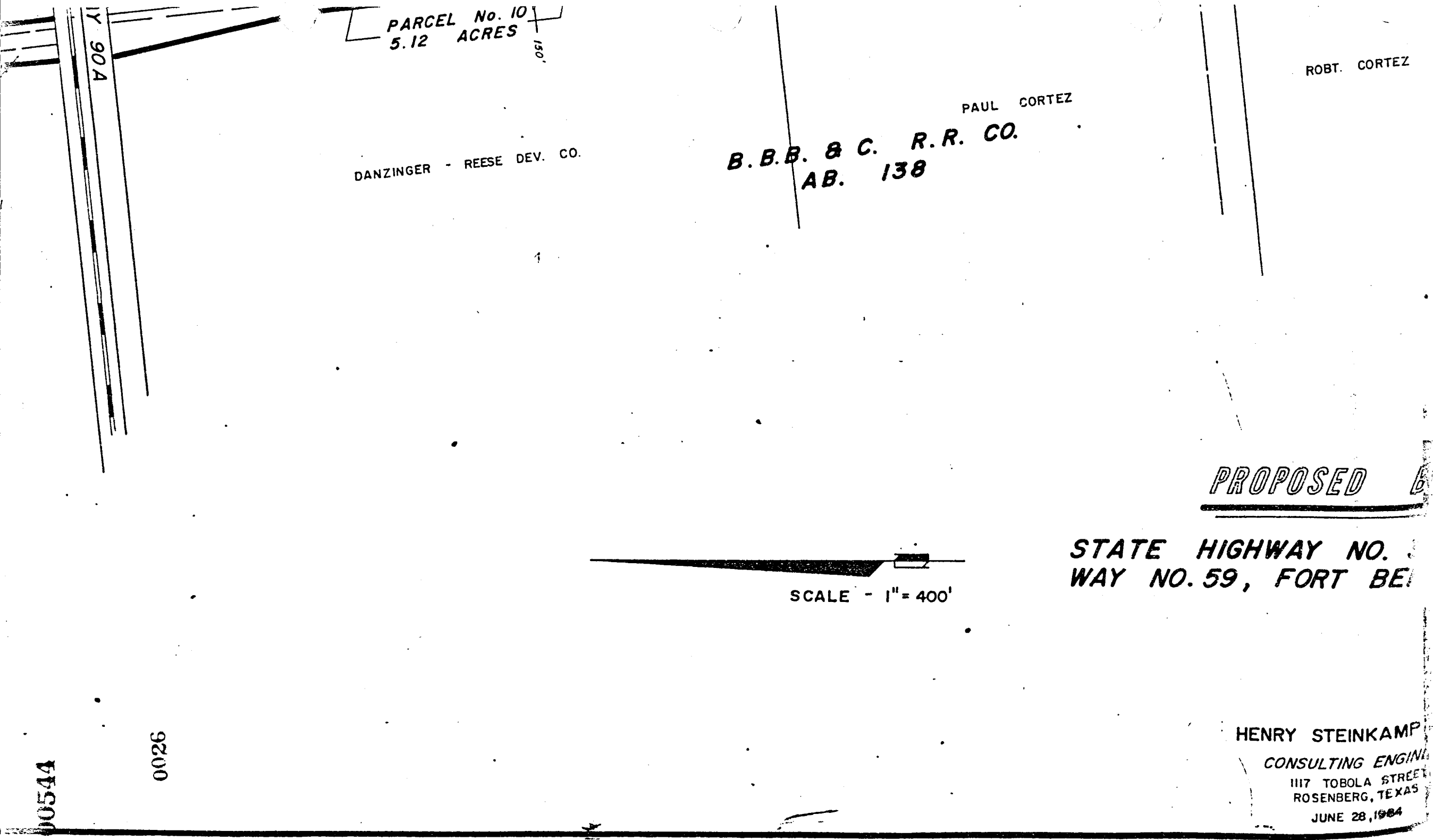
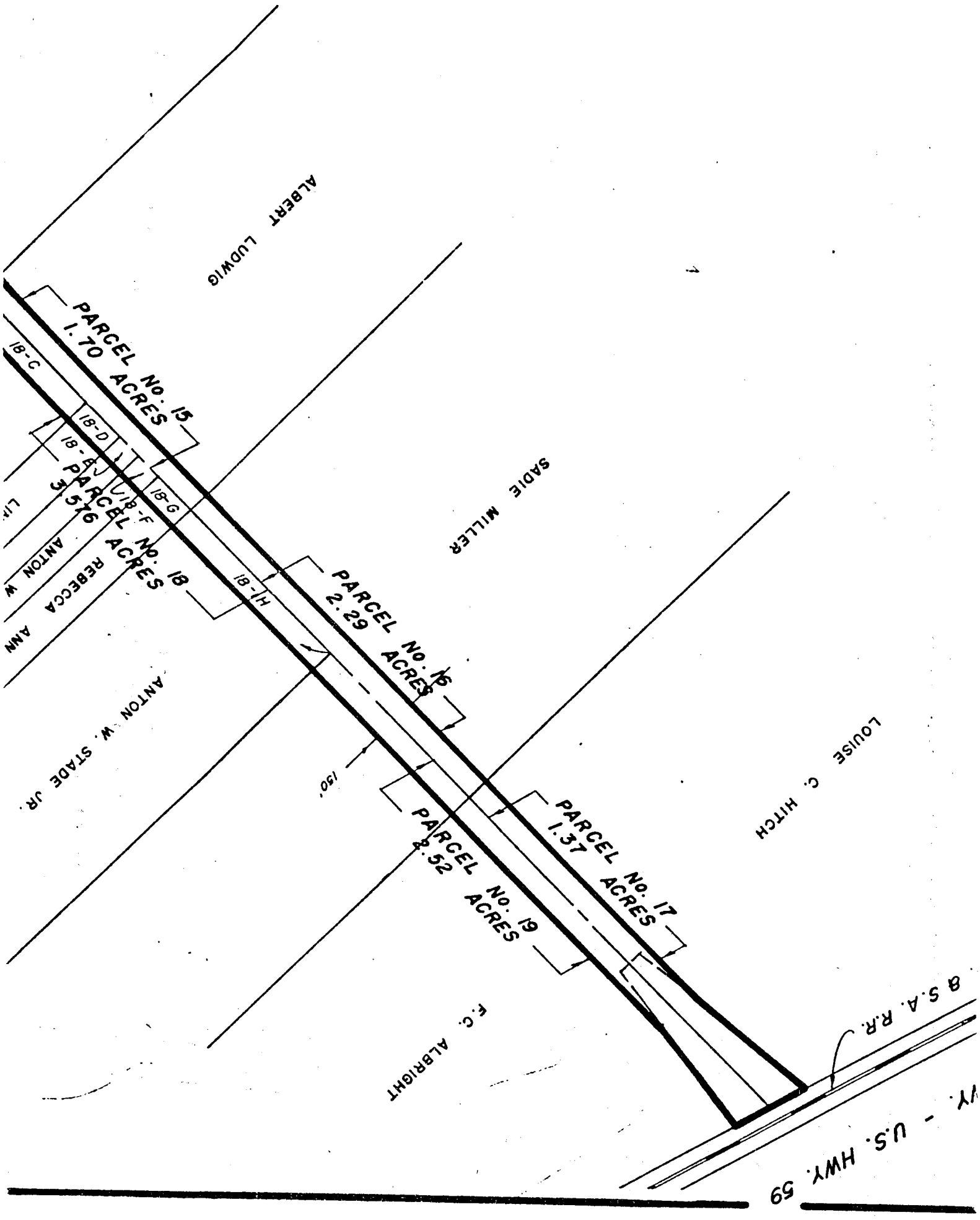


00543


PARCEL No. 10
5.12 ACRES
150'
DANZINGER - REESE DEV. CO.
PAUL CORTEZ
B.B.B. & C. R.R. CO.
A.B. 138
ROBT. CORTEZ
IY 90A
PROPOSED
STATE HIGHWAY NO.
WAY NO. 59, FORT BE
SCALE - 1" = 400'
HENRY STEINKAMP
CONSULTING ENGIN
1117 TOBOLA STREET
ROSENBERG, TEXAS
JUNE 28, 1984

00544

0026


ALBERT LUDWIG
PARCEL No. 15
1.70 ACRES
18-C
18-D
18-E
18-F
18-G
18-H
PARCEL No. 18
3.576 ACRES
REBECCA ANN
ANTON W
SADIE MILLER
PARCEL No. 16
2.29 ACRES
ANTON W. STADE JR.
150'
PARCEL No. 17
1.37 ACRES
PARCEL No. 19
2.52 ACRES
LOUISE C. HITCH
F.C. ALBRIGHT
& S.A. R.R.
U.S. HWY. 59

LES

EDWIN H. STADE

OTTO B.
STADE

1

YPASS

TO U.S. HIGH-
CO., TEXAS.

R. INC.
RS

REVISION - JULY 17, 1984
FEBRUARY, 1985

0026

00546

100547

0026

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 18th day of March, 1985 at a Special Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Alton Pressley, Seconded by Commissioner Ben Denham duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

County Auditor

Date: 18 March

Time Reconvened: 1:30 P.M.

Time Adjourned or Recessed:

00548

AGENDA

FORT BEND COUNTY COMMISSIONERS COURT

COURTHOUSE ANNEX, RICHMOND, TEXAS

SPECIAL SESSION

0026

MONDAY, MARCH 25, 1985

9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 18, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Sheriff Gus George, re: request for approval of resolution supporting the creation of the Fort Bend County Law Enforcement Academy.

5. Mr. Bill Meitzen, District Attorney, re: request for reclassification and pay increase for an Asst. D.A.

6. Declare an emergency and amend budget in the amount of $10,722.03 for an additional switchboard operator.

7. Accept bids for ceramic tile and sitework at new library; and bids for two lifts, vehicle, twin post, 9000#cap, above ground, chain driven; and one or more truck, cab and chassis (for dump bed) 48000 GVW.

8. Consider for approval a revised Emergency Management Plan for Fort Bend County.

9. Approve fee officers' monthly reports.

10. Consider approval of invoice in the amount of $50.00 for annual dues to the South Texas County Judges' and Commissioners' Association.

11. Consider minute order for the abandonment of a portion of Pristine Dr. in Teal Run Subdivision, Section 1 in Precinct 2.

12. Advertise for bids for pickup trucks for Precinct 1 and approve bid specifications for same.

13. Discuss cancelling bids on pickup trucks that are past delivery period and either take next bids or advertise for bids. (Drainage District)

14. Jason Frye and Associates, Inc., Architects, re: presentation regarding new County annex building.

15. Meet in Closed Session to discuss litigation as authorized by Article 6252-17, Section 2(e), Vernon's Texas Civil Statutes.

16. Take action on any items discussed in Closed Session.

17. 1:30 p.m. - Drainage District Board will convene. (Separate agenda filed)

18. Adjournment.

FILED FOR RECORD

TIME 2:35 AM/PM

MAR 21 1985

County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 21, 1985 at 2:45 p.m. by M. Lackey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 25, 1985
1:30 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, March 25, 1985 at 1:30 p.m. to consider the following:

1. Consider proposals for engineering study on Jones Creek, Willow Fork, Coon Creek and Upper Oyster Creek.
2. Authorize bids for dragline and crawler, ~~and~~ wlft rubber-tire and slope mowers.
3. Adjournment.

FILED FOR RECORD
NOV TIME 2:35 AM PM
MAR 21 1985
Elaine Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 21, 1985 at 2:45 p.m. by N. Lindsey.

SPECIAL SESSION

BE IT REMEMBERED That on this 25TH day of March, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF MARCH 18, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of March 18, 1985 be approved with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contracts as follows:

Republic Bank of Richmond to pledge $800,000 U.S. Treasury Bills due February 28, 1987, receipt # 17449

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. SHERIFF GUS GEORGE, RE: REQUEST FOR APPROVAL OF RESOLUTION SUPPORTING THE CREATION OF THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution supporting the creation of the Fort Bend County Law Enforcement Academy.

5. MR. BILL MEITZEN, DISTRICT ATTORNEY, RE: REQUEST FOR RECLASSIFICATION AND PAY INCREASE FOR AN ASST. D.A.:

Cancel

6. DECLARE AN EMERGENCY AND AMEND BUDGET IN THE AMOUNT OF $10,722.03 FOR AN ADDITIONAL SWITCHBOARD OPERATOR:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to declare an emergency and amend budget in the amount of $10,722.03 for an additional switchboard operator. Funds to come from contingency fund.

FORT BEND COUNTY (2)

C/C 3/25/85

CHANGES IN DEPOSITORY PLEDGES

CONTRACTS

Republic Bank Richmond

RELEASE $_____U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

RELEASE $_____U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

PLEDGE $ 800,000 U.S.

TREASURY BILLS (Notes) DUE 2-28-87

RECEIPT # 17449.

PLEDGE $_____U.S.

TREASURY BILLS DUE_____

RECEIPT #_____.

00552

(4)

0026

RESOLUTION OF COMMISSIONERS' COURT
SUPPORTING THE CREATION OF
THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

On this 25th day of March, 1985 at a SPECIAL meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion by Commissioner LUTTS, seconded by Commissioner PRESSLEY, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County has found a need and necessity for the creation and implementation of a Certified Regional Law Enforcement Academy within Fort Bend County for the education of future officers of the various law enforcement agencies within the County, and the continued education of the existing personnel within these agencies, and

WHEREAS, the Commissioners' Court of Fort Bend County does approve the creation of such an institution, to be known as the Fort Bend County Law Enforcement Academy, and further, approves the spending of funds, both private and public, in the implementation of this institution, it being known to Commissioners that these funds will be spent on a facility which is situated on County property, and

WHEREAS, the Commissioners' Court of Fort Bend County has reviewed the proposed budget for the operation of this academy for the calendar year 1986, and has approved said budget.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Fort Bend County, Texas, does hereby request that the Texas Commission on Law Enforcement Officer Standards and Education grant permanent certification to the Fort Bend County Law Enforcement Academy as soon as possible so that the aforesaid training may be implemented as soon as possible.

PASSED AND APPROVED this 25th day of March, 1985.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

7. ACCEPT BIDS FOR CERAMIC TILE AND SITEWORK AT NEW LIBRARY; AND BIDS FOR TWO LIFTS, VEHICLE, TWIN POST, 9000#CAP, ABOVE GROUND, CHAIN DRIVEN; AND ONE OR MORE TRUCK, CAB AND CHASSIS (FOR DUMP BED) 48000 GVW:

Accept bid for ceramic tile and sitework at new library:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept low bid of Jerdon Construction Co. in the amount of $393,500.00 for sitework plus $450.00 for water line with 1½" meter box for a total of $393,950.00. Funds to come from Library Fund. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept low bid of Warrior Constructions, Inc. in the amount of $31,845.00 for tile work at new library. Funds to come from Library Fund. (Recorded in minutes in full)

Accept bid for two lifts, vehicle, twin post 9000 lb. capacity, above ground, chain driven:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award low bid to MTF Equipment Sales, Inc. for two (2) lifts, vehicle, twin post 9000 lb. capacity, above ground, chain driven in the amount of $8,200.00 for Vehicle Maintenance Department. Funds to come from Revenue Sharing EP 15 Interest.

Accept bid for one or more truck, cab and chassis (for dump bed) 48000 GVW:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to South Loop Ford for one 1985 INT 8000 in the amount of $35,900.00 for Precinct #4. (Recorded in minutes in full)

8. CONSIDER FOR APPROVAL A REVISED EMERGENCY MANAGEMENT PLAN FOR FORT BEND COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve a revised Emergency Management Plan for Fort Bend County. (Recorded in minutes in full)

9. APPROVE FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the fee officers' monthly report as presented by County Auditor. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $50.00 FOR ANNUAL DUES TO THE SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $50.00 for annual dues to the South Texas County Judges' and Commissioners' Association.

11. CONSIDER MINUTE ORDER FOR THE ABANDONMENT OF PORTION OF PRISTINE DR. IN TEAL RUN SUBDIVISION, SECTION 1 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minute order for the abandonment of portion of Pristine Dr. in Teal Run Subdivision, Sect. 1 in Precinct 2. (Recorded in minutes in full)

Mr. Dennis Riley - HomeCraft Assets Corp. and Mr. Jim Snell - Litchliter/ Jameson discussed the proposed abandonment.

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PURCHASING DEPARTMENTS ANALYSIS ON SITE WORK FOR
THE FORT BEND COUNTY LIBRARY BUILDING

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The following companies have submitted bids on the above stated work:

X JERDON CONSTRUCTION CO.

Bid price submitted:	$393,500.00
Bid Bond submitted:	YES
Contract Time:	120 DAYS

G. H. HART COMPANY, INC.

Bid price submitted:	$420,326.00
Bid Bond submitted:	YES
Contract Time:	150 DAYS

TRU-CON, INC.

Bid price submitted:	$439,000.00
Bid Bond submitted:	YES
Contract Time:	180 DAYS

BROWN-HARRIS, INC.

Bid price submitted:	$455,000.00
Bid Bond submitted:	YES
Contract Time:	150 DAYS

WARRIOR CONSTRUCTORS, INC.

Bid price submitted:	$494,000.00
Bid Bond submitted:	YES
Contract Time:	120 DAYS

PARK CONSTRUCTION, INC.

Bid price submitted:	$535,195.00
Bid Bond submitted:	YES
Contract Time:	120 DAYS ✓

BID FORM

0026

TO THE OWNER: Fort Bend County

ARCHITECT: Ronald Wedemeyer Associates/Architect
Houston, Texas

PROJECT: Fort Bend County Library Building

A. Having examined the Contract Documents, Conditions of the Contract and Bidding Documents of the Project listed above, dated Jan., 1984 including Addenda numbered 1 through 3 inclusive, as prepared by the Architect listed above, and having visited the site and examined all conditions affecting the Project, the undersigned, proposed to perform the complete Work of Bid Package 1 required by the said Documents for the sum of sums set forth below.

B. In submitting this bid, the undersigned, agrees to:
01 Hold the bid open for acceptance for 30 days from Bid Time.
02 Accept the right of the Owner/CM to reject any, or all bids, to waive informalties, and to accept the bid, which the Owner considers most advantageous to him.
03 Enter into and execute a contract if awarded.
04 Accomplish the Work in accordance with the Contract Documents within the stipulated Contract Time.
05 Furnish specified insurance.
06 Furnish specified performance and payment surety bonds.
07 Pay stipulated liquidated damages for construction time beyond the Contract Time.

C. BASE BID: The undersigned agrees to perform the complete Work of this designated Bid Package, for the lump-sum price of:

Three Hundred Ninety-Three Thousand Five Hundred ($393,500.00)
(Amount written in words. This governs.) Dollars and no cents (Amount in figures)

D. PERFORMANCE & PAYMENT BOND: If required add $ 3,800.00 .

E. CONTRACT TIME: The undersigned agrees to complete the work in 120 calendar days as the Contract Time. The undersigned agrees that the Contract Time commences according to the Construction Managers Schedule.

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F. ALTERNATES: If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Bids as stipulated below:

Alternate No. 1

~~1.) For Water Line only - ADD $100.00~~

2.).For Water Line with the 1½"Meter & Box - ADD $450.00

March 6, 1985
(Date)

(Space for seal if Bid is by a Corporation)

(Signature) Jeff Grzybowski
(Typed Name) Jeff Grzybowski-VICE-PRESIDENT

(Signature)
(Typed Name) JERDON Construction Company, Inc.-Texas

JERDON Construction Company, Inc.
(Name of Corporation, Partnership, or Joint Venture and legal mailing address)

(Bidder's Phone Number) 713/240-6767

3727 Greenbriar, Suite 301
Stafford, Texas 77477

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PURCHASING DEPARTMENTS ANALYSIS ON CERAMIC TILE WORK FOR THE FORT BEND COUNTY LIBRARY BUILDING

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The following companies have submitted bids on the above stated work:

WARRIOR CONSTRUCTORS, INC.

Bid price submitted:	$31,845.00
Bid Bond/Cashier's Check submitted:	YES

CONCORDE TILE, INC.

Bid price submitted:	$37,725.00
Bid Bond/Cashier's Check submitted:	YES

TEXAS STATE TILE & TERRAZZO, INC.

Bid price submitted:	$40,144.00
Bid Bond/Cashier's Check submitted:	YES

AMERICAN MOBILE MOSAIC CO.

Bid price submitted:	$42,000.00
Bid Bond/Cashier's Check submitted:	YES

PILKENTON TILE CO. Bid was rejected, as no Bid Bond/ Cashier's Check was submitted. They submitted a bid of $42,821.38.

It is the recommendation of the Purchasing Department that Warrior Constructors, Inc. be awarded the bid on the Ceramic Tile Work as they had a bid of $31,845.00, which was the lowest and best.

John J. Hammett
Purchasing Agent

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BID FORM

TO THE OWNER: Fort Bend County

ARCHITECT: Ronald Wedemeyer Associates/Architect
Houston, Texas

PROJECT: Fort Bend County Library Building

A. Having examined the Contract Documents, Conditions of the Contract and Bidding Documents of the Project listed above, dated January 6, 1984 including Addenda numbered 1 through 2 inclusive, as prepared by the Architect listed above, and having visited the site and examined all conditions affecting the Project, the undersigned, proposed to perform the complete Work of Bid Package 11 required by the said Documents for the sum of sums set forth below.

B. In submitting this bid, the undersigned, agrees to:
01 Hold the bid open for acceptance for 30 days from Bid Time.
02 Accept the right of the Owner/CM to reject any, or all bids, to waive informalties, and to accept the bid, which the Owner considers most advantageous to him.
03 Enter into and execute a contract if awarded.
04 Accomplish the Work in accordance with the Contract Documents within the stipulated Contract Time.
05 Furnish specified insurance.
06 Furnish specified performance and payment surety bonds.
07 Pay stipulated liquidated damages for construction time beyond the Contract Time.

C. BASE BID: The undersigned agrees to perform the complete Work of this designated Bid Package, for the lump-sum price of:

Thirty One Thousand Eight Hundred Forty Five Dollars And No/100 ($ 31,845.00)
(Amount written in words. This governs.) (Amount in figures)

D. PERFORMANCE & PAYMENT BOND: If required add $ 468.00 .

E. CONTRACT TIME: The undersigned agrees to complete the work in 90 calendar days as the Contract Time. The undersigned agrees that the Contract Time commences according to the Construction Managers Schedule.

F. ALTERNATES: If the Owner elects to accept any or all of the Alternates, the undersigned agrees to modify the Base Bids as stipulated below:

01 Alternate No. 1: (Strike out one) ADD DEDUCT $ N/B
Brief Description: Mechanically fastened system in lieu of structural silicone four side glazed curtain wall as specified.

March 6, 1985
(Date)

(Signature)
(Typed Name)

(Signature)
(Typed Name) J. M. Gribble, President

WARRIOR CONSTRUCTORS, INC.
State of Incorporation - Texas
(Name of Corporation, Partnership, or Joint Venture and legal mailing address)
1445 North Loop West - Houston, TX 77008
(Bidder's Phone Number) 713/864-7409

(Space for seal if Bid is by a Corporation)

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0026 PURCHASING DEPARTMENTS ANALYSIS ON PURCHASE OF TWO (2) LIFTS, VEHICLE, TWIN POST 9000 LB CAPACITY, ABOVE GROUND, CHAIN DRIVEN.

The following companies have submitted bids on the above stated equipment:

✓ MTF EQUIPMENT SALES, INC.
Bid price for two lifts $8,200.00
Delivery will be completed within 30 calendar days.
Bidder guaranties price for 60 days.
All specifications met.

VASCO EQUIPMENT WAREHOUSE CO.
Bid price for one lift $4,145.00
Total bid price for two lifts $8,290.00
Delivery will be completed within 45 calendar days.
Bidder guaranties price for 30 days.
All specifications met.

DAVID W. FORD (Mac Tools Distributor)
Bid price for one lift $4,463.00
Total bid price for two lifts $8,926.00
Delivery will be completed within 5 calendar days.
Bidder guaranties price for 45 days.
All specifications met.

It is the recommendation of the Purchasing Department that MTF Equipment Sales, Inc. be awarded the bid on the Two (2) vehicle lifts whose bid price of $8,200.00 was the lowest and best bid.

John J. Hammett
Purchasing Agent

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Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Department	85-5	Feb. 28 1985	1	1

INVITATION FOR BIDS
(EXPIRES: Dec 31 1985)

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Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., March 18, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30 P.M., March 18, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

Two (2) Lifts, Vehicle, Twin Post, 9000#cap, above ground, Chain Driven.

a) Twin Post

b) 9000 lbs capacity (or greater)

c) Electric over hydraulic

d) Chain Driven

e) Single Phase motor

Bid price to include delivery and installation. For further information please contact Mr. Phillip Crosby 342-6116 Extension 245.

Does your equipment meet all specifications? ✓ YES ____ NO

Fort Bend County Commissioners' Court reserves the right to accept or reject any or all bids.

2- BEN PEARSON LMP-9 LIFTS @ $4100.00 = $8200.00

1- YEAR LABOR PARTS WARRANTY

5- " PARTS WARRANTY

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 8200.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 30 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
MTF EQUIPMENT SALES, INC P.O. BOX 99097 HOUSTON, TEX 77261 3720 LEELAND	W. L. Marquis	3/14/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
WILLIAM L. MARQUIS PRESIDENT 713-225-3262	DAVID T. GAGE SALESMAN 713-225-3262

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

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PURCHASING DEPARTMENTS ANALYSIS ON PURCHASE OF ONE (1) OR MORE TRUCKS, CAB AND CHASSIS (FOR DUMP BED) 48000 GVW.

The following companies have submitted bids on the above stated item.

SOUTH LOOP FORD TRUCK SALES, INC.

Make and Model — 1985 Ford LNT-8000

Bid price — $35,900.00

Delivery will be completed within 90/120 calendar days.

Bidder guaranties price for 60 days.

All specifications met, Bid Bond submitted.

ALVIN EQUIPMENT CO., INC.

Make and Model — IH F1954 Tandem Axle Truck

Bid price — $36,500.00

Delivery will be completed within 120 calendar days.

Bidder guaranties price for 30 days.

All specifications met, Cashier's Check submitted.

LAMARQUE FORD OF TEXAS, INC.

Make and Model — 1985 Ford LT-8000

Bid price — $36,865.25

Delivery will be completed within 120 calendar days.

Bidder guaranties price for 120 days

All specifications met, Cashier's Check submitted.

It is the recommendation of the Purchasing Department that South Loop Ford Truck Sales, Inc. be awarded the bid on the Truck, Cab and Chassis whose bid price of $35,900.00 was the lowest and best bid.

John J. Hammett
Purchasing Agent

Issued By: PURCHASING DEPARTMENT	Bid I.D. No. 85-6	Date Issued: 02-27-85	Page No. 1	No. of Pa 2

INVITATION FOR BIDS
(EXPIRES: Dec 31,1985)

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Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids a the accompanying Schedule, such other contract provisions, specifications, drawings, or othe data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 774 until 1:30 P.M., MARCH 18, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30 P.M., MARCH 18, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

One (1) or more Trucks, Cab and Chassis (for Dump Bed) 48000 GVW.

ENGINE: 210 H.P. min (diesel) with luberfiner oil filter system.

FUEL TANK: Dual 50 gal.

GVWR: 48,000 lbs or greater.

TRANSMISSION: 5 speed, 490 lbs torque with 4 speed spicer auxiliary.

FRONT AXLE: 12,000 lbs capacity (includes power steering and national grease seals)

FRONT SUSPENSION: 12,000 lbs capacity (springs rated 6,000 lbs each at ground includes shock absorbers)

REAR SUSPENSION: Henderson RT380 - 38,000 lbs or equal.

WHEELS: 20x7.5 10 hole disc.

TIRES: 10:00x20G (14) hiway tread.

DRIVERS SEAT: Mechanical suspension, Bostrom Viking T-Bar or equal.

PASS. SEAT: Non-suspension Bostrom deluxe thin line or equal.

BRAKES: Air brakes sytems full

ALTERNATOR: 65 AMP

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 35,900 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 90/120 calendar days after acceptance by the Fort Be County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
South Loop Ford Truck Sales P.O. 45065 Houston, TX 77245	V. P.	3/18/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Ms. Theo Schwartzkopf Vice President 713-799-1660 EXT 152	J.C. "Jim" Landolt National Accounts Rep. (713) 799-1660 EXT 123

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

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BATTERY: Dual 12 Volt 1,250 AMPS cold cranking current.

AIR CLEANER: Dry type 12" single stage Fram or Donaldson engine mounted, must include restriction indicator.

CLUTCH: Spicer 14" single plate push type.

TOW HOOKS: Two front bolted to frame.

HORN: Air, single, dual trumpet.

FRAME: Yield strength: 100,000 PSI (min)
Section modulus: 11.80 (min)
RBM: 1,019,000 (min)

MISC: Full guages; warning device for low oil pressure, low air pressure, high engine temp.
Must include one spare wheel to match.
C-A Dimension not less than 102 in.
Vehicle must accept, or be dealer modified to accept, Galion Dump Bed Model 500F.

NOTE TO BIDDER:

DOES YOUR EQUIPMENT MEET OR EXCEED EVERY SPECIFICATION HEREON?

X YES _____ NO

All bids must be accompanied by a Certified of Cashier's Check in the amount of five percent (5%) of the total amount of bid. Bidders bonds will also be accepted. No proposal may be with drawn for a period of sixty (60) days after receipt of bids except with approval of the Fort Bend County Purchasing Agent.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
South Loop Ford Truck Sales, Inc P.O. 45065 Houston, Tx 77245	V.P. SIGNED:	3/18/85

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EMERGENCY MANAGEMENT PLAN

FORT BEND COUNTY

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I. AUTHORITY

THE ORGANIZATIONAL AND OPERATIONAL CONCEPTS SET FORTH IN THIS PLAN ARE PROMULGATED UNDER THE FOLLOWING AUTHORITIES:

A. FEDERAL

1. FEDERAL CIVIL DEFENSE ACT OF 1950, PL 81-920 AS AMENDED

2. THE DISASTER RELIEF ACT OF 1974, PL 93-288 AS AMENDED

3. EMERGENCY MANAGEMENT ASSISTANCE, 44 US CODE 2.1 (OCT. 1, 1980)

B. STATE

1. TEXAS DISASTER ACT OF 1975, 64th LEGISLATURE, ARTICLE 6889-7, VERNON'S TEXAS CIVIL STATUTES AS AMENDED

2. EXECUTIVE ORDER OF THE GOVERNOR

3. ATTORNEY GENERAL OPINION MW-140

C. LOCAL

1. FORT BEND COUNTY COMMISSIONERS' COURT ORDER OF OCTOBER 3, 1983, ESTABLISHING A PROGRAM OF COMPREHENSIVE EMERGENCY MANAGEMENT AND PROVIDING AUTHORIZATION FOR THE APPOINTMENT OF EMERGENCY MANAGEMENT STAFF.

II. PURPOSE

This plan seeks to reduce the effects of a hazard, through
0026 measures and actions to be taken to protect life and minimize damage to property, to establish emergency response procedures, and to return Fort Bend County to its normal state, with a recovery system utilizing the resources of the local emergency response organizations.

Personnel from fire, emergency medical, sheriff's department, and public works agencies will perform tasks to expedite the recovery process. Each agency will coordinate efforts in such a manner as to define who does what, when, where and how to recover from the effects of war, natural disasters, technological accidents and other major incidents.

III. SITUATIONS AND ASSUMPTIONS

A. Situations

Fort Bend County is exposed to many hazards due to its proximity to the Gulf Coast, Industrial Complexes and Chemical Plants in the areas that surround the County. With the occurence of natural hazards, such as hurricanes, floods, tornadoes, storms and even the possibility of an earthquake. There is also the threat of hazards from war such as nuclear, biochemical, or conventional attack. Other situations could develop into disasters such as hazardous material spills, major transportation accidents, terrorism civil disorder or conflageration.

B. Assumptions

1. Fort Bend County will continue to be exposed to the hazards noted above as well as others which may develop in the future.
2. Fort Bend County officials recognize their responsibilities with regard to the public safety and well-being.
3. These same government officials will assume their responsibilities in the implementation of this plan.
4. If properly implemented, this plan will reduce or prevent disaster-related losses.

IV. CONCEPT OF OPERATIONS

A. General

It is the responsibility of government to undertake comprehensive emergency management in order to protect life and property from the effects of hazardous events. Local government has the primary responsibility for emergency management activities. The preparedness and response activities will be those outlined in this plan. A local state of disaster may be declared by the presiding officer of the governing body of the County. The effect of the declaration is to activate the recovery and rehabilitation aspects of the plan and to authorize the furnishing of aid and assistance. When the emergency exceeds the local governments' capability to respond, assistance will be requested from the State government. The Federal government will provide assistance to the State where needed.

0026 This plan is based on the concept that the emergency functions for the various groups involved in Emergency Management will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

B. Phases Management

1. Mitigation

Mitigation activities are those which eliminate or reduce the probability of a disaster occurring. Also included are those long-term activities which lessen the undesirable effects of unavoidable hazards.

2. Preparedness

Preparedness activities serve to develop the response capabilities in the event an emergency should arise. Planning and training are among the activities conducted under this phase.

3. Response

Response is the actual provision of emergency services during a crisis. These activities help to reduce casualties and damage and speed recovery. Response activities include warning, evacuation, rescue, and other similar operations.

4. Recovery

Recovery is both a short-term and a long-term process. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the

community to its normal, or improved, state of affairs. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent emergency. Examples of recovery actions would be temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

V. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. General

Most of the departments within the County have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining their own emergency management procedures. Specific responsibilities are outlined below under the section entitled Task Assignments as well as in individual annexes.

B. Organization

1. Executive Group

The Executive Group is referred to in this plan as a single body but in fact has several components with representation from each local political jurisdiction within the emergency management program. Each group is responsible for the activities conducted within the respective jurisdictions. The members of the group include both elected and appointed executives with certain legal responsibilities such as: the County Judge, Commissioners, and the Emergency Management Coordinator.

2. Emergency Services

These groups include those services that are required for an effective emergency management program.

C. Task Assignment

Executive Group

1. The County Judge is primarily responsible for:

   a. directing the overall preparedness program for the County

   b. making emergency policy decisions

   c. declaring a state of emergency when necessary

   d. implementing the emergency powers of local government (see Section IX, Emergency Authority)

   e. keeping the public and the Disaster District informed of the situation (with the assistance of the Public Information Officer)

   f. requesting outside assistance when necessary (either from the Disaster District or from other jurisdictions in accordance with existing Mutual Aid Agreements)

2. The County Commissioners will be responsible for:

   a. assuring all County departments develop, maintain and exercise their respective service annexes to the County plan

   b. supporting the overall preparedness programs in terms of budgetary and organizational requirements

3. The Emergency Management Coordinator is responsible for:

   a. serving as staff advisor to the County Judge on emergency matters

   b. coordinating the planning activities of the County government concerning emergency preparedness

   c. maintaining Emergency Management Plan

d. analyzing the emergency skills needed by the County forces and arranging the training necessary to provide those skills

e. development and maintaining of a resource inventory of material and equipment both County and privately owned.

f. ensuring the operational capability of the EOC

g. EOC activation upon order of the County Judge

h. keeping the Commissioners Court apprised of the County's preparedness status and anticipated needs

i. maintaining liaison between County and State Emergency Management

j. maintaining liaison with organized emergency groups both paid and volunteer along with private agencies

k. monitoring the increase readiness actions among the County services when disaster threatens

Emergency Services

1. Warning — Sheriff's Department

a. disseminate emergency public information as requested

b. receive and disseminate warning information to the public and key County officials.

c. prepare and maintain Annex A to this plan and supporting standard operating procedures

2. Communications — Sheriff's Department

a. establish and maintain emergency communications system as per Texas Disaster Act of 1975

b. coordinate use of all public and private communication systems necessary during emergencies

c. manage and coordinate all emergency communication operations within the EOC

d. prepare and maintain Annex B of this plan and supporting standard operating procedures

3. Shelters — American Red Cross

   a. maintain the community shelter plan

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   b. supervise the shelter management program for natural disaster and/or fallout shelters

   c. coordinate support with other County department relief agencies and volunteer groups

   d. prepare and maintain Annex C of this plan and supporting standard operating procedures

4. Radiological Protection — Fire Marshall

   a. establish and maintain a radiological monitoring and reporting network utilizing radiological officers

   b. secure initial and refresher training for instructors and monitors

   c. provide input to the statewide monitoring and reporting system

   d. under fallout conditions, provide County officials and department heads with information on fallout rates, fallout projections and allowable doses

   e. coordinate radiological monitoring throughout the County

   f. provide monitoring services and advice at the scene of radiological materials involved accidents

   g. prepare and maintain Annex D to this plan and supporting standard operating procedures

5. Evacuation — Executive Group

   a. define responsibilities of County departments and private sector groups

   b. identify high hazard areas and number of potential evacuees

   c. plan movement control

   d. determine health/medical requirements

   e. identify transportation needs

f. coordinate EPI materials with media

g. prepare and maintain Annex E to this plan and supporting standard operating procedures

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6. Fire and Rescue Services — Fire Marshall

a. fire protection

b. fire suppression

c. coordinate search and rescue activities

d. maintain a reserve pool of manpower and equipment for rescue purposes

e. inspect damaged area for fire hazards

f. hazardous materials containment and cleanup

g. inspect shelters for fire hazards

h. prepare and maintain Annex F to this plan and supporting standard operating procedures

7. Law Enforcement Services — Sheriff's Department

a. law enforcement

b. traffic control

c. crowd control

d. isolation of damaged area

e. damage reconnaissance and reporting

f. explosive ordinance reconnaissance

g. weather reconnaissance

h. disaster area evacuation

i. prepare and maintain Annex G to this plan and supporting standard operating procedures

8. Health and Medical Services — Health Officer

a. coordinate planning efforts of hospital and other health care facilities with County planning requirements

b. coordinate patient loads of health facilities during emergencies

0026 c. coordinate triage and first aid activities immediately after disaster strikes with emergency medical service

d. develop emergency public health and sanitation standards and procedures

e. prepare and maintain Annex H to this plan and supporting standard operating procedures

9. Emergency Public Information — Information Officer

a. compile and prepare emergency information for the public

b. arrange for timely briefing for the media on conditions and status during extended emergency situations

c. secure documentation of disaster situation through photographic, video and printed materials of the scene

d. handle unscheduled inquiries from the media and the public

e. prepare and maintain Annex I to this plan and supporting standard operating procedures

10. Damage Assessment — Tax Assessor

a. utilizing capabilities of departments established assessment team to assess damage

b. train and provide damage plotting team to EOC

c. develop system for reporting and compiling information on deaths, injuries, dollar damage to tax-supported facilities and to private property

d. assist in determining geographic extent of damage area

e. compile estimates of damage for use by County officials in requesting disaster assistance

f. evaluate effect of damage on County economic index, tax base, bond ratings, insurance ratings, etc. for use in long-range recovery planning

g. prepare and maintain Annex J to this plan and supporting standard operating procedures

11. Public Works/Engineering — County Engineer

a. barricading of hazard areas

b. priority restoration of streets and bridges

c. protection and/or restoration of waste treatment and disposal system

d. augmentation of sanitation services

e. assessments of damage to streets, bridges, traffic control devices, waste water treatment systems, and other public works facilities

f. debris removal

g. assessment of damage to County-owned facilities

h. condemnation of unsafe structures

i. direct temporary repair of essential facilities

j. prepare and maintain Annex K of this plan and supporting standard operating procedures

12. Utilities — Private Utilities and MUD Services

a. priority restoration of electrical service to vital facilities

b. provision of emergency power sources as required

c. restoration of water supply service and water treatment facilities

d. damage assessment and identification of recovery times for affected utility service systems

e. prepare and maintain Annex L to this plan and supporting standard operating procedures

13. Resource Management — Personnel Director

a. establish procedures for employing temporary personnel for disaster operations

b. establish and maintain a manpower reserve

c. coordinate deployment of reserve personnel to County departments requiring augmentation

0026 d. maintain record of emergency-related expenditures for personnel

e. prepare and maintain Annex M to this plan and supporting standard operating procedures

14. Human Services — American Red Cross

a. identify emergency feeding sites

b. identify source of clothing for disaster victims

c. secure sources of emergency food supply

d. coordinate operations of shelter facilities, whether they are operated by the County or volunteer or organized disaster relief agencies

e. coordinate special care requirements for shelter groups such as unaccompanied children, the aged and other groups

f. prepare and maintain Annex O of this plan and supporting standard operating procedures

15. Transportation Services — County Commissioner responsible for each precinct

a. identify local transportation resources and arrange for their use in emergency

b. coordinate deployment of transportation equipment to County services requiring augmentation

c. establish and maintain a reserve pool of drivers, maintenance personnel, parts and tools

d. maintain records on use of privately-owned transportation equipment and personnel for purpose of possible reimbursement

e. prepare and maintain Annex S to this plan and supporting standard operating procedures

16. Legal Services — County Attorney

a. advise County officials on emergency powers of local government and necessary procedures for invocation of measures to: implement wage and

price control; implement rent control; establish rationing of critical resources; establish curfews; restrict or deny access; specify routes of egress; limit or restrict use of water or other utilities; use any publicly or privately owned resources with or without payment to the owner; remove debris from publicly or privately owned property

b. review and advise County officials on possible liabilities arising from disaster operations, including the exercising of any or all the above powers

c. prepare and/or recommend legislation to implement the emergency powers which may be required during an emergency

d. advise County officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers

e. prepare and maintain Annex U to this plan and supporting standard operating procedures

17. Emergency Financing — County Treasurer

a. establish emergency purchasing procedures and/or a disaster contingency fund

b. maintain records of emergency-related expenditures for purchases

c. prepare and maintain Annex R to this plan and supporting standard operating procedures

18. Other Agencies

Other department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of the County Judge

VI. DIRECTION AND CONTROL

A. General

The County Judge, as Emergency Management Director for the County, is responsible for assuring that coordinated and effective emergency response systems are developed and maintained. Existing agencies of government will perform emer-

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gency response activities closely related to those they perform routinely. Specific positions and agencies are responsible for fulfilling their obligations as presented in the basic plan and individual annexes. Department heads will retain control over their employees and equipment unless otherwise directed by the Emergency Management Director. Each agency will be responsible for having its own standard operations procedures to be followed during response operations.

Outside assistance, whether from other political jurisdictions or organized volunteer groups, will be requested and used only as an adjunct to existing County services, and only when the emergency situation threatens to expand beyond the capabilities of the County response agencies. Request for state or federal assistance is covered in Section IX.

B. Emergency Operations Center (EOC)

Response activities will be coordinated from the Emergency Operating Center, which is located at 307 Fort Street in Richmond, Texas. The EOC will be activated upon notification of a possible or actual emergency. EOC responsibilities and activation procedures are included in Annex N (EOC). During emergency situations, certain agencies will be required to relocate to the EOC. During large scale operations, the EOC will in fact become the seat of government for the duration of the crisis.

C. Emergency Authority

1. A compilation of primary state and local legal documents pertaining to emergency management is shown in Attachment 2.

2. In accordance with Section 8(g) of the Texas Disaster Act of 1975, as amended, the County Judge may take extraordinary measures in the interest of effective emergency management. Procedures for implementing emergency powers are contained in Annex U. These powers include but are not limited to:

   a. declaration of a local state of disaster

   b. wage, price, and rent controls and other economic stabilization measures

   c. curfews, blockades, and limitations on utility usage

   d. rules governing ingress and egress to the affected area

e. other security measures

VII. INCREASED READINESS CONDITIONS

A. Most emergencies follow some recognizable build-up period during which actions can be taken to achieve a state of maximum readiness. General departmental actions are outlined in the annex while specific actions will be detailed in the SOP's.

B. The following INCREASED READINESS CONDITIONS will be used as a means of increasing the County alert posture.

1. CONDITION 4: The term "CONDITION 4" will be used by the County to denote a situation that causes a higher degree of readiness than is normally present.

a. "CONDITION 4" actions could be triggered by the onset of a particular hazard vulnerability season such as: Hurricane Season

b. An increase in international tensions could also trigger a "CONDITION 4"

c. The potential for local civil unrest could also trigger a "CONDITION 4"

d. Declaration of "CONDITION 4" by the Emergency Management Director/Coordinator will generally require the initiation of the increased readiness of activities in each Annex.

2. CONDITION 3: The term "CONDITION 3" will be used by the County to refer to a situation which presents a potential threat greater "CONDITION 4", but poses no immediate threat to life and/or property. This condition includes situations that could develop into a hazardous condition.

a. "CONDITION 3" actions could be generated by severe weather watch information issued by the National Weather Service such as:

1. Hurricane Watch: threat of hurricane conditions within 24-36 hours

2. Tornado Watch: issued to alert persons to the possibility of tornado development in a specific area, for a specific time. Persons in the watch area should maintain their daily routine but be prepared to respond to a tornado warning.

3. Flash Flood Watch: issued to alert persons to the possibility of flash flooding in a particular area due to heavy rains occurring or expected to occur. Persons should remain alert and prepared to take immediate action.

b. "CONDITION 3" actions could be generated when the international situation has deteriorated to the point that enemy attack is a possibility. This condition probably would allow sufficient time for an orderly evacuation and/or preparation of shelters.

c. "CONDITION 3" actions could also be generated when small-scale civil unrest is present in a localized area.

d. Declaration of "CONDITION 3" by the Emergency Management Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

3. CONDITION 2: The term "CONDITION 2" will be used by the County to signify hazardous situations with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public.

a. "CONDITION 2" actions could be triggered by severe weather warning information issued by the National Weather Service such as:

1. Hurricane Warning: issued when hurricane conditions are expected in a specified coastal area in 24 hours or less. Hurricane conditions include:

a. Sustained winds of 74 mph or higher and/or

b. Dangerously high water or a combination of dangerously high water and exceptionally high waves, even though expected winds may be less than hurricane force.

2. Tornado Warning: issued when a tornado has actually been sighted in the area or indicated by radar, and may strike in the vicinity of Fort Bend County.

3. Flash Flood Warning: issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken.

4. Winter Storm Warning: issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in combination. (The effects of a winter storm are a major factor for this area if they are of any duration of longer than 24 hours.)

b. "CONDITION 2" actions could be generated when the international situation has deteriorated to the point that every attack is probable. This condition may/may not allow sufficient time for an orderly evacuation.

c. "CONDITION 2" actions could also be triggered by civil disorder which relatively large-scale localized violence.

4. CONDITION 1: The term "CONDITION 1" will be used by the County to signify that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a "CONDITION 2" event.

a. "CONDITION 1" actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent, such as:

1. Hurricane land fall predicted in 12 hours or less

2. Tornado sighted especially close to a populated area or moving in the path of a populated area

3. Flooding is imminent or occurring at specific locations

b. "CONDITION 1" actions could be generated when an enemy attack is imminent based upon the evaluation of intelligence data. This warning (ATTACK WARNING) is declared and disseminated by the FEMA National Warning Center over the FEMA National Warning System (NAWAS).

c. "CONDITION 1" actions could also be implemented when civil disorder precipitates large-scale and wide-spread violence.

d. Declaration of "CONDITION 1" by the Emergency Management Coordinator will generally require the initiation of the increased readiness activities identified in each Annex.

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II. CONTINUITY OF GOVERNMENT

A. Succession of Command

1. Line of Succession within the County is from the Judge to the Commissioners in the order of their seniority.

2. Line of Succession to the Emergency Management Coordinator will be the Deputy Coordinator.

3. Line of Succession to each department head are according to the Standard Operation Procedures established by each department.

B. Preservation of Records

In order to provide normal government operations following a disaster, vital records must be protected. These would include legal documents as well as personal documents such as property deeds and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly.

IX. ADMINISTRATION AND SUPPORT

A. Support

Request of state or federal assistance, including the Texas National Guard or other military services, will be made to the District Disaster Committee in Pierce, Texas at DPS Headquarters. All requests will be made by the County Judge or by another official duly authorized by the County Judge.

B. Agreements and Understandings

Should local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions and agencies in accordance with existing or emergency negotiated mutual-aid agreements and understandings. Such assistance may take the form of equipment, supplies, personnel, or other available capabilities. All agreements will be entered into by duly authorized officials and will be formalized in writing whenever possible.

C. Reports and Records

Required reports will be submitted to the appropriate authorities in accordance with individual annexes.

D. Relief Assistance

All individual relief assistance will be provided in accordance with the policies set forth in state and federal provisions.

E. Consumer Protection

Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

X. PLAN DEVELOPMENT, MAINTENANCE, AND IMPLEMENTATION

A. If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Coordinator will brief the appropriate officials concerning their roles in emergency management and this plan.

B. All agencies will be responsible for the development and maintenance of their respective annexes and SOP's identified in Section V, Organization and Assignment of Responsibility.

C. The Coordinator will be responsible for ensuring that an annual review of the plan is conducted by all officials involved.

D. The plan will be activated at least once a year in the form of a simulated emergency in order to provide practical experience to those having EOC responsibilities.

E. This plan supercedes and rescinds all previous editions of the Fort Bend County Emergency Management Plan and is effective upon acceptance and signing by the Commissioners' Court and County Judge. If any portion of this plan is held invalid by judicial or administration ruling, such ruling shall not affect the validity of the remaining portions of the plan.

00584

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PASSED AND APPROVED this 25th day of MARCH, 1985, by the FORT BEND COUNTY COMMISSIONERS COURT.

FORT BEND COUNTY COMMISSIONERS COURT

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

(9)

00585

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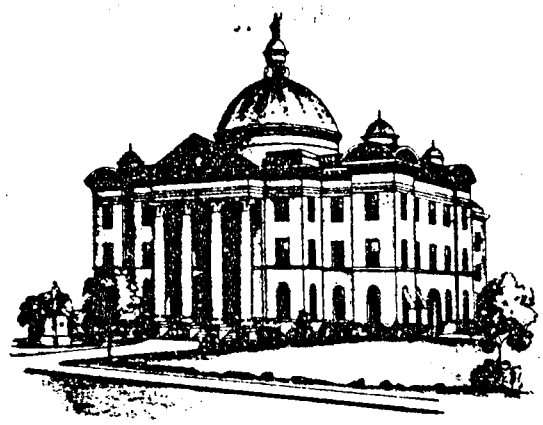
JOYCE TOMPKINS — COUNTY AUDITOR



STATE OF TEXAS — COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

MARCH 25, 1985

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

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

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

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

Moved by Commissioner,seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of Feb. 1985 be approved as recommended by the County Auditor in her letter of March 25, 1985.

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

Yours very truly
Joyce Tompkins
Joyce Tompkins
County Auditor

FBC AUDITOR'S FORM 1054
00586

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NON-FEE OFFICER'S REPORT

COMMISSIONERS' COURT

FEBRUARY 1985

CHILD SUPPORT	540.00
HEALTH AND SANITATION	875.00
AMBULANCE	9179.00
ANIMAL CONTROL	519.50
SANITARY LANDFILL	57,379.89
LIBRARIES	2584.01
INDIGENT CARE	5.00
FAIRGROUNDS	6817.00
ADULT PROBATION (FUND 99)	21,710.00
JUVENILE PROBATION	310.00
COUNTY ENGINEERING	370.00
BAIL BOND BOARD	2000.00*
TOTAL FOR THE MONTH	102,289.40

*$1000.00 application fees not reported in July 84 report

JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

STATE OF TEXAS

P. O. DRAWER 549
RICHMOND, TEXAS
77469

MARCH 25, 1985

Commissioners Court
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

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

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

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

> Moved by Commissioner, second by Commissioner, duly put and carried, it is ordered that the monthly report of fees collected by Fee Officers identified below for the month of February 1985 be approved as recommended by the County Auditor in her letter of March 25, 1985.
>
> William Meitzen, District Attorney
> Dianne Wilson, County Clerk
> Jodie Stavinoha, County Judge
> Irene Wleczyk, District Clerk
> Gus George, Sheriff
> Mary Ward, Justice of the Peace Pct. 1
> George Molina, Justice of the Peace Pct. 2-1
> Gary Fredrickson, Justice of the Peace Pct. 2-2
> Robert Stahl, Justice of the Peace Pct. 3
> Jim Scott, Justice of the Peace Pct. 4
> Henry H. Hejl, Constable Pct. 1
> W.C. Todd, Constable Pct 2
> Robert Parker, Constable Pct. 3
> Richard P.Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins
County Auditor

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FEE OFFICERS REPORT

COMMISSIONERS COURT

FEBRUARY 1984

OFFICER	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	806.50			806.50
County Clerk				
Civil 2604.00				
Criminal 4062.05	54,114.05	17,391.75	16,293.97	87,799.77
District Clerk				
Civil 11,199.00				
Criminal 419.95	14,538.95	2568.19	17,391.10	34,498.24
Tax Collector	170,351.62			170,351.62
District Atty.	6939.37			6939.37
Sheriff				
Civil 5670.25				
Criminal 1393.00	7063.25		15,433.50	22,496.75
J.P.#1				
Civil 221.00				
Criminal 17,821.70	18,042.70		4463.00	22,505.70
J.P.#2-1				
Civil 196.00				
Criminal 1551.50	1761.00		899.50	2660.50
J.P.#2-2				
Civil 42.00				
Criminal 18.359.50	18,401.50		4874.50	23,276.00
J.P.#3				
Civil 217.00				
Criminal 9633.99	9855.99		3212.00	13,067.99
J.P.#4				
Civil 84.00				
Criminal 12,148.27	12,239.37		4111.73	16,351.10
Constable #1	4789.77			4789.77
Constable #2	2320.00			2320.00
Constable #3	5306.00			5306.00
Constable #4	1755.00		700.00	2455.00
TOTAL	328,285.07	19,959.94	67,379.30	415,624.31

* County Revenues deposited into the General Fund.

** County Reveneus deposited into the Road & Bridge Fund.

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

*** Misc. Fees for the Dist. Attorny are revenues deposited into the D.A. Bad Check Fund.

#7

00589

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Warrior Constructors, Inc.

March 15, 1985

Fort Bend County Commissioners Court
Richmond, Texas

Attention: Commissioner Bob Lutts

Re: Fort Bend County Library
Bid Package No. 1 - SITEWORK
Bid Package No. 11 - CERAMIC TILE

Gentlemen:

Reference is made to the bids received by the Commissioners Court on March 6, 1985 as listed below:

SITEWORK - BID PACKAGE No. 1	BASE BID	ALT. #1	ALT. #2
Park Construction, Inc.	$535,195.09	-	-
Warrior Constructors, Inc.	494,000.00	+$460.00	+$575.00
Brown-Harris, Inc.	455,000.00	-	-
Tru-Con, Inc.	439,000.00	-	-
G.H. Hart Co., Inc.	420,326.00	+ 100.00	+ 300.00
✓Jerdon Construction, Inc.	393,500.00	+ 100.00	+ 450.00

CERAMIC TILE - BID PACKAGE NO. 11	
American Marble & Mosaic	$ 42,000.00
Texas State Tile & Terrazzo, Inc.	40,144.00
Concorde Tile, Inc.	37,725.00
✓Warrior Constructors, Inc.	31,845.00

We have reviewed the sitework bids and recommend that JERDON be awarded a contract based on BASE BID plus Alternate No. 2 for the Combined Amount of $393,950.00.

We further recommend that WARRIOR be awarded a Contract for the Ceramic Tile based on their bid of $31,845.00.

Our proposals, for Change Order to the Contract, covering Bid Packages Nos. 1 and 11 are attached for your review and approval.

Sincerely,
WARRIOR CONSTRUCTORS, INC.

R. A. Paph,Vice President

RAP/lrs

cc: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Mr. Stanley Kucherka
Mr. Ron Wedemeyer

00590

0026

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 15, 1985

PROPOSAL: 809-41

Bid Package No. 1
SITEWORK

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to provide all SITEWORK as required for Bid Package No. 1 for an increase of $413,805.00 to the Guaranteed Maximum Price.

Our breakdown of costs is as shown below.

Sitework	$393,950.00
Fee @ 4%	15,758.00
	409,708.00
Bond @ 1%	4,097.00
TOTAL THIS PROPOSAL	$413,805.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

FOR CONTRACT CHANGE

00591

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001

0026

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 15, 1985

PROPOSAL: 809-42

Bid Package No. 11
CERAMIC TILE

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to provide all CERAMIC TILE WORK as required for Bid Package No. 11 for sum of $33,450.00.

The Original contract contained an ALLOWANCE of $39,995.00 for this work and as a result of the bidding process the value of the work is less than the Allowance.

Our Analysis is as follows:

Ceramic Tile Allowance	$39,995.00	
Fee @ 4%	1,600.00	
	41,595.00	
Bond @ 1%	416.00	
		$42,011.00
Ceramic Tile Bid	$31,845.00	
Fee @ 4%	1,274.00	
	33,119.00	
Bond @ 1%	331.00	33,450,00
CREDIT THIS PROPOSAL		$ 8,561.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

J0592

PROPOSAL
FOR CONTRACT CHANGE

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001

0026

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 18, 1985

PROPOSAL: 809-43

TESTING LAB ALLOWANCE

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to increase the Testing Laboratory Testing Allowance by the Sum of $2,782.00 to cover costs of testing for the Sitework.

Our breakdown of the Allowance is as follows:

Original Allowance	$16,570.00
Allowance used	(16,218.00)
Present Balance	$ 352.00
Add to Allowance for Sitework:	
For Bid Package No. 1	2,648.00
Fee @ 4%	106.00
	2,754.00
Bond @ 1%	28.00
TOTAL THIS PROPOSAL	$ 2,782.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

00593

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South Texas County Judges' And Commissioners' Association

#10

FRANK CARMONA
President
Commissioner, Galveston County
Room 303
Galveston County Courthouse
Galveston, Tx. 77550

W. C. McDANIEL
Vice-President
County Judge, Kleberg County
P.O. Box 752
Kingsville, Tx. 78363

BILLY JOE PLASTER
Secretary-Treasurer
Commissioner, Brazoria County
P.O. Box 548
Alvin, Tx. 77512

GUS MUTSCHER
Past President
County Judge, Washington County
P.O. Box 950
Brenham, Tx. 77833

INVOICE

1985 ANNUAL DUES

SOUTH TEXAS COUNTY JUDGES'
AND COMMISSIONERS' ASSOCIATION

MAKE CHECKS PAYABLE TO: SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOC,

MAIL TO: BILLY JOE PLASTER
BRAZORIA COUNTY COMMISSIONER
SECRETARY-TREASURER
P. O. BOX 548
ALVIN, TX 77512

Dear Judge:

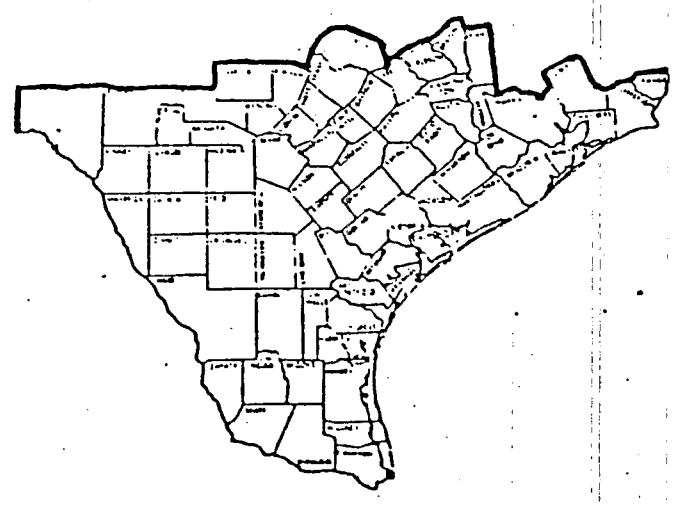
The main objectives of the South Texas County Judges' and Commissioners' Association are: (1) To create a greater interest in and to unite members to promote better business methods in County Government; (2) To encourage active participation in governmental affairs, particularly that pertaining to county government, by all members; and (3) To uphold the principles of good government in Texas.

In order to promote and promulgate appropriate work activities for our important regional association, we urge you to take time to remit your county's 1985 annual membership dues. The membership fee is still $50.00 per county. The membership cards will be issued upon receipt of the dues.

We need and appreciate each county's support. The strength and visibility of our regional association depends on you. Your county's contribution will benefit your county and the principles of good county government in Texas. Thank you.

FC/WCMc/BJP/GM:sb

J Stevinson
approved cc
3/25/85



00594

(11)

HOUSTON CITY PLANNING COMMISSION

PLATTING APPROVAL CONDITIONS - CPC FORM 101

AGENDA ITEM: 51
FILE NUMBER: 8868
MEETING DATE: 3-14-85

PLAT NAME : TEAL RUN RECREATION, RESERVE & GENERAL PLAN
DEVELOPER: Owner: Homecraft Assets Corp.
APPLICANT : Lichliter/Jameson & Associates, Inc. (Res.) and Vernon Henry & Assoc. (G.P.)
0026 LOCATION : In Ft. Bend Co., north of SH 6, east of Hillcroft, south of Senior Rd.
PLAT DATA : 23.20 acres in General Plan and 4.39 acres in Reserve out of the M. Shipman Survey.
WD: Fort Bend Co. MUD 23.

TYPE OF APPROVAL REQUESTED

■ PRELIMINARY ■ FINAL ☐ INSIDE CITY LIMITS ■ OUTSIDE CITY LIMITS

STAFF RECOMMENDATION

- ■ APPROVAL*
- ☐ PRELIMINARY APPROVAL ONLY*
- ☐ DEFERRED*
- ☐ DISAPPROVED*
- ☐ WITHDRAWN
- ☐ VARIANCE*
- ☐ EXTENSION OF APPROVAL*
- ☐ CHANGE OF NAME*
- ☐ REPLAT REQUIRING PUBLIC HEARING*
- ☐ RECONSIDERATION OF REQUIREMENT

* SUBJECT TO THE CONDITIONS AND REQUIREMENTS LISTED BELOW

COMMISSION ACTION CONFIRMED

CONDITIONS AND REQUIREMENTS FOR APPROVAL:

HARRIS COUNTY FLOOD CONTROL

1 ☐ Contact Harris County Flood Control District and furnish the CPD with their written approval

COUNTY ENGINEER

2 ☐ Contact the Harris County Engineers Office regarding utility locations within the public street right-of-way and furnish the CPD with their written approval

3 ☐ Contact the Harris County Engineers Office regarding paving geometrics and furnish the CPD with their written approval

4 ☐ Contact the Harris County Engineers Office concerning the private street entrances as they relate to esplanade openings and provide the CPD with their written approval

5 ☐ Contact the Harris County Engineers Office concerning right-of-way requirements for _____ and furnish the CPD with their written approval

6 ☐ Furnish the CPD with written approval of the Montgomery County engineer

7 ☒ Furnish the CPD with written approval of the Ft. Bend County engineer

7A ☐ For your information and consideration. Harris County Engineers Office has determined that all or part of this plat may lie within the projected 100-year flood plain/floodway

FIRE DEPARTMENT

8 ☐ Revise the private street system as indicated on the marked file copy

9 ☐ Provide 20-foot radii as indicated on the marked file copy

10 ☐ Indicate a minimum 10-foot public water line easement serving all fire hydrants

11 ☐ Provide minimum 5 foot open walkway or arcade for fire fighting access as indicated on the marked file copy

12 ☐ Provide fire hydrants in locations indicated on the marked file copy

TRAFFIC & TRANSPORTATION DEPARTMENT

13 ☐ Contact the Traffic & Transportation Department and furnish the CPD with their written approval

14 ☐ Provide 10-foot cutbacks as shown on the marked file copy

15 ☐ Provide 25-foot radii as indicated on the marked file copy

16 ☐ Provide 50-foot radii as indicated on the marked file copy

17 ☐ That the parking layout be revised as indicated on the marked file copy of the plat

18 ☐ Provide minimum 125-foot center line offset as indicated on the marked file copy

PUBLIC WORKS DEPARTMENT

19 ☐ Contact the Wastewater Division, Public Works Department and furnish the CPD with their written approval

20 ☐ Contact the Wastewater Division, Public Works Department regarding sanitary sewer capacity limitations and furnish the CPD with their written approval

21 ☐ Provide Wastewater Division internal plumbing layout and furnish the CPD with their written approval

22 ☐ Provide the Wastewater Division letter of availability for this project and furnish the CPD with their written approval

23 ☐ Provide the Public Works Department with satisfactory detailed utility and drainage plans prior to final approval

24 ☐ Provide a minimum 10-foot utility easement adjacent to lots and reserves

25 ☒ Contact the Water Division, Public Works Department and furnish the CPD with their written approval

26 ☐ Contact the Storm Sewer Division, Public Works Department and furnish the CPD with their written approval

27 ☐ Provide a contour map and satisfactory drainage plan to the Storm Sewer Division, Public Works Department prior to final approval

28 ☐ Indicate the high banks of the existing drainage ways on the plat

RECORDING

29 ☒ Furnish the CPD with current city/county and school tax certificates prior to recording

30 ☒ Furnish the CPD with a current title opinion in complete agreement with the plat dedication and addressed to the CPD prior to recording

31 ☒ Comply with the provisions of Article 974a, Section 5, V.T.C.S. dealing with replats

32 ☐ Amending plat note

CITY PLANNING DEPARTMENT Efrain S. Garcia, Secretary

33 ☐ Provide a legend on the face of the plat as indicated on the marked file copy

34 ☐ Coordinate this development with the development to the _____

35 ☐ Change the plat name to avoid duplication

36 ☐ _____ must be recorded prior to or simultaneously with this plat

37 ☐ Provide the CPD with a copy of the instrument dedicating _____ prior to recording

38 ☐ Be aware that all owners affected by the corrections to this plat must subordinate the plat

39 ☐ Establish building setback lines as indicated on the marked file copy

40 ☐ Change street names to avoid duplication

41 ☐ Draw the final plat with north to the top

42 ☐ Provide 1-foot reserves as indicated on the marked file copy

43 ☒ Make minor corrections and additions as indicated on the marked file copy

44 ☐ Tie the plat boundary to the City of Houston survey monument system

45 ☐ Eliminate all dead-end utility easements

46 ☐ Revise the public street system as indicated on the marked file copy

47 ☐ Approval is for major thoroughfare street pattern only

48 ☐ Approval is for street pattern only

49 ☒ General plan is approved for street pattern only

50 ☐ The building setback lines are waived on interior streets subject to a typical lot layout be provided on the face of the plat in compliance with _____

51 ☐ Place a 1-foot reserve adjacent to the streets abutting unrestricted reserve(s) in excess of 300 ft. in depth or that those reserve(s) be restricted to uses other than residential

52 ☐ The applicant should be aware of the necessity of providing detailed utility and drainage plans (and various local public streets) when future development occurs

53 ☐ Provide a minimum of two points of public street access as indicated on the marked file copy

54 ☐ Officially submit a revised general plan when submitting this or future sections

55 ☐ Officially submit an overall general plan when submitting this or future sections

56 ☐ Lots siding/backing _____ are denied direct driveway access

57 ☐ Provide complete building and parking dimensions

58 ☒ Provide complete engineering data in compliance with Sec. 404 of Ord. No. 82-1010

59 ☐ Provide the CPD with the executed instrument allowing for the mutual use of the private street system within _____ and _____ prior to recording

60 ☐ Provide a complete compensating open space analysis in compliance with Section 403 of Ordinance No. 82-1010 on the face of the plat

61 ☐ Furnish the CPD with written approval of _____

62 ☐ That a complete unit breakdown and off-street parking analysis in compliance with Section 505.6 of the Development Ordinance be provided on the face of the plat

63 ☐ Revise plat boundary as indicated on the marked file copy

64 ☐ Tie plat boundary to a well-established point

65 ☐ Provide for the dedication of widening for _____ as indicated on the marked file copy

GENERAL

66 ☐ Furnish the CPD with written confirmation that appropriate arrangements have been worked out with the pipeline companies

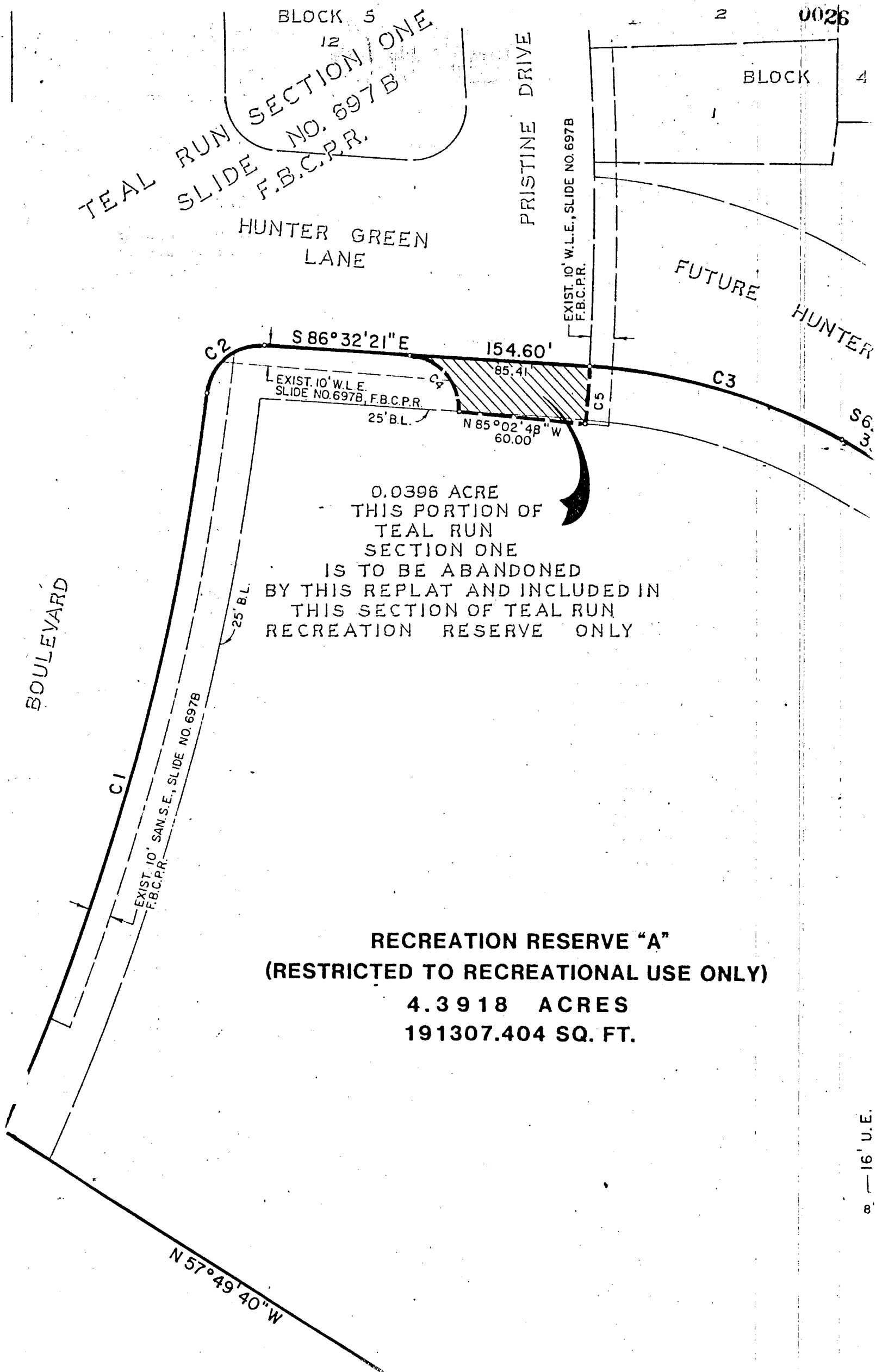
67 ☐ Furnish the CPD with written approval of _____

68 ☐ Coordinate this development with the State Department of Highways and Public Transportat

ADDITIONAL COMMENTS:

69. That the applicant provide the Planning and Development staff with a copy of the Fort Bend County Commissioners' Court minute Order abandoning that portion of Pristine Dr. indicated on the marked file copy of the plat prior to the recording of this plat.

APPROVALS GRANTED BY THE COMMISSION ARE VALID FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE ON WHICH THE APPROVAL WAS GRANTED.



RECREATION RESERVE "A"
(RESTRICTED TO RECREATIONAL USE ONLY)
4.3918 ACRES
191307.404 SQ. FT.

12. ADVERTISE FOR BIDS FOR PICKUP TRUCKS FOR PRECINCT 1 AND APPROVE BID SPECIFICATIONS FOR SAME:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for three pickup trucks for Precinct #1 and delete the requirement of a bid bond for said bid, subject to a legal opinion from District Attorney.

13. DISCUSS CANCELLING BIDS ON PICKUP TRUCKS THAT ARE PAST DELIVERY PERIOD AND EITHER TAKE NEXT BIDS OR ADVERTISE FOR BIDS. (DRAINAGE DISTRICT):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to cancel bids on three pickup trucks from bid awarded on January 7, 1985 and re-advertise for bids for seven (7) pickup trucks.

14. JASON FRYE AND ASSOCIATES, INC., ARCHITECTS, RE: PRESENTATION REGARDING NEW COUNTY ANNEX BUILDING:

A presentation by Jason Frye & Associates regarding new county annex building was given by:

Jason Frye
Bob Conners

15. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2(E), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

RECESS:

Commissioners' Court recessed at 11:45 p.m.

RECONVENE:

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

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

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept amended resolution for Hwy. 36 Bypass to read; "to include the fact that Fort Bend County will replace all existing fences, culverts & gates to be compatible with the proposed right of way in as good or better conditions as the current fences, culverts and gates in said right of way if same is requested by property owner".

17. 1:30 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

18. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:00 p.m. Monday, March 25, 1985.

19. ADDITIONAL ACTION ON ITEMS DISCUSSED IN CLOSED SESSION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka and Commissioner Pressley absent for vote, and Judge Stavinoha voting yes to reconvene Commissioners' Court at 2:15 p.m..

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka and Commissioner Pressley absent for vote and Judge Stavinoha voting yes, it is ordered to authorize Fort Bend County to file a motion for a rehearing on the BFI Landfill and split the cost with City of Missouri City.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Judge Stavinoha voting yes, it is ordered that Commissioners' Court be adjourned at 2:15 p.m. Monday, March 25, 1985.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 25TH day of March, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. CONSIDER PROPOSALS FOR ENGINEERING STUDY ON JONES CREEK, WILLOW FORK, COON CREEK AND UPPER OYSTER CREEK:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to BINKLEY & HOLMES for engineering study on COON CREEK in the amount not to exceed $40,000.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to award bid to TURNER, COLLIE & BRADEN for engineering study on WILLOW FORK in the amount not to exceed $25,000.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to STEFFECK & VAN-DeWIELE for engineering study on upper OYSTER CREEK in the amount not to exceed $25,000.

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to award bid to ESPEY-HOUSTON for engineering study on JONES CREEK in the amount not to exceed $40,000.

2. AUTHORIZE BIDS FOR DRAGLINE AND CRAWLER, WITH RUBBER-TIRE AND SLOPE MOWERS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize bids for dragline and crawler, and rubber-tire slope mowers.

3. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Drainage District meeting be adjourned at 1:50 p.m. Monday, March 25, 1985

00599

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, APRIL 1, 1985
9:00 O'CLOCK A.M.

0026

1. Approve minutes of meeting of March ~~18~~ 25, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Accept official bond and oath for George T. Monley Jr., Deputy Constable in Precinct 2.

5. Constable Bob Parker, Precinct 3, re: request approval of maintenance agreement with Marklin Corp. for Savin copier.

6. Approve change order #7 for $14,367 and change order #8 for $408,026 from Warrior Builders Inc. for new library project.

7. Ms. Kim Jones, County Health Dept., re: request cancellation of bids because of non-delivery and readvertise for bids on 1/2-ton pickup truck.

8. Accept Lexington Blvd. from Williams Trace Blvd. to Colonist Park Drive into the County road maintenance system in Precinct 3.

9. Approve Cortez Subdivision in Precinct 1.

10. Ray Bailey & Associates, Architects, re: presentation regarding new County annex building.

11. Consider action on Western Employers Insurance Company's cancellation of Fort Bend County General Liability & Automobile Insurance policy; and consider action on Workers' Comp Insurance.

12. Discuss and consider further action on B.F.I. landfill application.

13. Consider for approval revised Supplemental Contractual Agreement with the State Dept. of Highways & Public Transportation for additional funds for SH-36 right-of-way.

14. Consider interlocal agreements between Fort Bend County and Kendleton I.S.D. and between Fort Bend County and City of Kendleton.

15. Consider acceptance of roads in Oyster Creek Country & Meadow Grove Subdivisions in Precinct 2.

16. Consider application from Exxon Corp. to lay a pipeline across Oilfield Road in Precinct 4.

17. 1:30 p.m. - Open bids for Uniforms for Fort Bend County Sheriff's Dept. for the period ending December 31, 1985.

18. 1:30 p.m. - Chris DiStefano, Architect, re: presentation regarding new County annex building.

19. Approve bills.

20. Adjournment.

FILED FOR RECORD
TIME 2:25 AM PM
MAR 28 1985
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 28, 1985 at 2:35 p.m. by M. Landrey.

SPECIAL SESSION

BE IT REMEMBERED That on this 1ST day of APRIL, 1985 Commissioner's Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF MARCH 25, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that minutes of March 25, 1985 be approved with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget for ROAD & BRIDGE PRECINCT #3. (Recorded in minutes in full)

4. ACCEPT OFFICIAL BOND AND OATH FOR GEORGE T. MONLEY JR., DEPUTY CONSTABLE IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept official bond and oath for George T. Monley Jr., Deputy Constable in Precinct 2. (Recorded in minutes in full)

5. CONSTABLE BOB PARKER, PRECINCT 3, RE: REQUEST APPROVAL OF MAINTENANCE AGREEMENT WITH MARKLIN CORP. FOR SAVIN COPIER:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve annual maintenance agreement with Marklin Corp. for Savin copier in the amount of $341.00 .

6. APPROVE CHANGE ORDER #7 FOR $14,367 AND CHANGE ORDER #8 FOR $408,026 FROM WARRIOR BUILDERS INC. FOR NEW LIBRARY PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to opposed, it is ordered to approve change order #7 for $14,367 and change order #8 for $408,026 from Warrior Builders Inc. for new library project. (Recorded in minutes in full)

(#3)

00601

0026

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

On this the 1st day of April, 1985, at a Special Session of the Commissioners' Court of the following members being present:

Jodie Stavinoha ---------- COUNTY JUDGE
Johnnie Pustka ---------- COMMISSIONER PRECINCT # 1
Ben Denham ---------- COMMISSIONER PRECINCT # 2
Alton Pressley ---------- COMMISSIONER PRECINCT # 3
Bob Lutts ---------- COMMISSIONER PRECINCT # 4
Dianne Wilson ---------- COUNTY CLERK

The following proceedings were had, to wit:
THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985, for Fort Bend County; and

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

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

AYES:_____

NAYES:_____

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

ROAD & BRIDGE PCT. 3 DEPT.		FROM	TO	INCREASE (DECREASE)
Conferences	0701	1,000.00	2,000.00	1,000.00
Prop. & Equip.	1010	110,000.00	125,000.00	15,000.00
Fee's & Services	4010	28,000.00	8,000.00	(20,000.00)
Road Signs	7004	10,000.00	14,000.00	4,000.00

DATE: April 1, 1985

DEPT. HEAD (Alton B Pressley)

THE COUNTY OF FORT, BEND

BY: (Jodie Stavinoha)
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. #2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

(Alton B Pressley)
ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. #4

00602
CHANGE ORDER

(#6)

CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT G701/CM

0026

Distribution to:
OWNER ☒
ARCHITECT ☒
CONSTRUCTION MANAGER ☒
CONTRACTOR ☐
FIELD ☐
OTHER ☐

Comm. Lutts
S. Kucherka
4/1 cc: Wedemeyer
Warrior
County Clerk ✓

PROJECT: (name, address)
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

TO (Contractor):
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
1445 North Loop W.
Houston, Texas 77001

CHANGE ORDER NUMBER: 007

INITIATION DATE: 18 March 1985

ARCHITECT'S PROJECT NO: 82105

CONSTRUCTION MANAGER'S PROJECT NO: 809

CONTRACT FOR: Construction Management/ General Construction

CONTRACT DATE: 20 June 1983

You are directed to make the following changes in this Contract:

Include the revisions as noted in the following Proposals from Warrior ~~Builders~~ CONSTRUCTORS:

Item 1.01 - Relocation of west wall at basement lobby (PM809-38, dated 2-4-85)	DEDUCT: ($546.00)
Item 1.02 - Replace hardware at Children's Restrooms (PM809-23, dated 9-10-84	ADD: $ 122.00
Item 1.03 - Installation of underground utilities as required for timely drainage of site during construction (PM809-32, dated 11-19-84)	ADD: $14,791.00
Add 21 days due to weather delays as requested by Warrior Builders, Inc. and approved by R. Wedemeyer Assoc.	TOTAL ADD: $14,367.00

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original ~~XXXXXXXXXX~~ (Guaranteed Maximum Cost) was	$ 5,965,065.00.
Net change by previously authorized Change Orders	$ 243,155.00.
The ~~XXXXXXXXXX~~ (Guaranteed Maximum Cost) prior to this Change Order was	$ 6,208,220.00.
The ~~XXXXXXXXXX~~ (Guaranteed Maximum Cost) will be (increased) ~~XXXXXXXX XXXXXXXX~~ by this Change Order	$ 14,367.00.
The new ~~XXXXXXXXXX~~ (Guaranteed Maximum Cost) including this Change Order will be	$ 6,222,587.00.
The Contract Time will be (increased) ~~XXXXXXXX XXXXXXXX~~ by	(21) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is October 31, 1985.

Recommended:
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
CONSTRUCTION MANAGER
1445 North Loop W., Houston, TX 77001
ADDRESS
BY _____ 4/1/85 DATE

Agreed To:
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
CONTRACTOR
1445 North Loop W., Houston, TX 77001
ADDRESS
BY _____ 4/1/85 DATE

Approved:
Ronald Wedemeyer Assoc. Architect
ARCHITECT
4515 Hwy 6 North, Houston, TX 77084
ADDRESS
BY Ronald Wedemeyer 3/18/85 DATE

Authorized:
Fort Bend County Commissioners Court
OWNER
P.O. Box 368, Richmond, Texas 77469
ADDRESS
BY _____ 4/1/85 DATE

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CHANGE ORDER

CONSTRUCTION MANAGEMENT EDITION

AIA DOCUMENT G701/CM

00603

Distribution to:

OWNER	☒
ARCHITECT	☒
CONSTRUCTION MANAGER	☒
CONTRACTOR	☐
FIELD	☐
OTHER	☐

0026

PROJECT: (name, address)
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

TO (Contractor):
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
1445 North Loop W.
Houston, Texas 77001

CHANGE ORDER NUMBER: 008

INITIATION DATE: 18 March 1985

ARCHITECT'S PROJECT NO: 82105

CONSTRUCTION MANAGER'S PROJECT NO: 809

CONTRACT FOR: Construction Management/General Construction

CONTRACT DATE: 20 June 1983

You are directed to make the following changes in this Contract:

Include the Bid Packages NO. I & No. II as noted in the following Proposal from Warrior ~~Builders~~ CONSTRUCTORS, Inc.

Item 1.01 - Sitework - Bid Package No. 1 (PM809-41)	ADD:	$413,805.00
Item 1.02 - Ceramic Tile - Bid Package No. 11 (PM809-42)	DEDUCT:	$ 8,561.00
Item 1.03 - Increase Testing Laboratory Testing Allowance (PM809-43)	ADD:	$ 2,782.00
TOTAL ADD:		$408,026.00

Not valid until signed by the Owner, the Architect and the Construction Manager.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (XXXXXXXXXX) (Guaranteed Maximum Cost) was	$ 5,965,065.00.
Net change by previously authorized Change Orders	$ 257,522.00.
The XXXXXXXXXXXX (Guaranteed Maximum Cost) prior to this Change Order was	$ 6,222,587.00.
The XXXXXXXXXXXX (Guaranteed Maximum Cost) will be (increased) (XXXXXXX) (XXXXXXX) by this Change Order	$ 408,026.00.
The new (XXXXXXXXXX) (Guaranteed Maximum Cost) including this Change Order will be	$ 6,630,613.00.
The Contract Time will be XXXXXXXXXXXXXXXXXX (unchanged) by	(-0-) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is October 31, 1985.

Recommended:
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
CONSTRUCTION MANAGER
1445 North Loop W., Houston, TX 77001
ADDRESS
BY 4/1/85 DATE

Approved:
Ronald Wedemeyer Assoc. Architect
ARCHITECT
4515 Hwy 6 North, Houston, TX 77084
ADDRESS
BY 3/18/85 DATE

Agreed To:
Warrior ~~Builders~~ CONSTRUCTORS, Inc.
CONTRACTOR
1445 North Loop W., Houston, TX 77001
ADDRESS
BY 4/1/85 DATE

Authorized:
Fort Bend County Commissioners Court
OWNER
P.O. Box 368, Richmond, Texas 77469
ADDRESS
BY 4/1/85 DATE

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00604

PROPOSAL
FOR CONTRACT CHANGE

0026

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 18, 1985

PROPOSAL: 809-43

TESTING LAB ALLOWANCE

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to increase the Testing Laboratory Testing Allowance by the Sum of $2,782.00 to cover costs of testing for the Sitework.

Our breakdown of the Allowance is as follows:

Original Allowance	$16,570.00
Allowance used	(16,218.00)
Present Balance	$ 352.00
Add to Allowance for Sitework:	
For Bid Package No. 1	2,648.00
Fee @ 4%	106.00
	2,754.00
Bond @ 1%	28.00
TOTAL THIS PROPOSAL	$ 2,782.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

PROPOSAL
FOR CONTRACT CHANGE

00605

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001 0026

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 15, 1985

PROPOSAL: 809-42

Bid Package No. 11
CERAMIC TILE

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to provide all CERAMIC TILE WORK as required for Bid Package No. 11 for sum of $33,450.00.

The Original contract contained an ALLOWANCE of $39,995.00 for this work and as a result of the bidding process the value of the work is less than the Allowance.

Our Analysis is as follows:

Ceramic Tile Allowance	$39,995.00	
Fee @ 4%	1,600.00	
	41,595.00	
Bond @ 1%	416.00	
		$42,011.00
Ceramic Tile Bid	$31,845.00	
Fee @ 4%	1,274.00	
	33,119.00	
Bond @ 1%	331.00	33,450,00
CREDIT THIS PROPOSAL		$ 8,561.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

00606

PROPOSAL
FOR CONTRACT CHANGE

0026

WARRIOR CONSTRUCTORS, INC.

CONTRACTORS
Post Office Box 127 Houston, Texas 77001

TO: Ronald Wedemeyer Associates Architect
4515 Hwy. 6 North
Houston, Texas 77084

DATE: March 15, 1985

PROPOSAL: 809-41

Bid Package No. 1
SITEWORK

PROJECT: Fort Bend County Library Richmond, Texas

Gentlemen:

We propose to provide all SITEWORK as required for Bid Package No. 1 for an increase of $413,805.00 to the Guaranteed Maximum Price.

Our breakdown of costs is as shown below:

Sitework	$393,950.00
Fee @ 4%	15,758.00
	409,708.00
Bond @ 1%	4,097.00
TOTAL THIS PROPOSAL	$413,805.00

Sincerely,

WARRIOR CONSTRUCTORS, INC.

R. A. Paph,
Vice President

cc: Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Johnnie Pustka
Mr. Stanley Kucherka

Warrior Constructors, Inc.

March 15, 1985

Fort Bend County Commissioners Court
Richmond, Texas

Attention: Commissioner Bob Lutts

Re: Fort Bend County Library
Bid Package No. 1 - SITEWORK
Bid Package No. 11 - CERAMIC TILE

Gentlemen:

Reference is made to the bids received by the Commissioners Court on March 6, 1985 as listed below:

SITEWORK - BID PACKAGE No. 1	BASE BID	ALT. #1	ALT. #2
Park Construction, Inc.	$535,195.09	-	-
Warrior Constructors, Inc.	494,000.00	+$460.00	+$575.00
Brown-Harris, Inc.	455,000.00	-	-
Tru-Con, Inc.	439,000.00	-	-
G.H. Hart Co., Inc.	420,326.00	+ 100.00	+ 300.00
Jerdon Construction, Inc.	393,500.00	+ 100.00	+ 450.00

CERAMIC TILE - BID PACKAGE NO. 11	
American Marble & Mosaic	$ 42,000.00
Texas State Tile & Terrazzo, Inc.	40,144.00
Concorde Tile, Inc.	37,725.00
Warrior Constructors, Inc.	31,845.00

We have reviewed the sitework bids and recommend that JERDON be awarded a contract based on BASE BID plus Alternate No. 2 for the Combined Amount of $393,950.00.

We further recommend that WARRIOR be awarded a Contract for the Ceramic Tile based on their bid of $31,845.00.

Our proposals, for Change Order to the Contract, covering Bid Packages Nos. 1 and 11 are attached for your review and approval.

Sincerely,
WARRIOR CONSTRUCTORS, INC.

R. A. Paph, Vice President

RAP/lrs

cc: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Mr. Stanley Kucherka
Mr. Rod Wedemeyer

7. MS. KIM JONES, COUNTY HEALTH DEPT., RE: REQUEST CANCELLATION OF BIDS BECAUSE OF NON-DELIVERY AND READVERTISE FOR BIDS ON ½-TON PICKUP TRUCK:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to cancel bid on ½-ton pickup truck and readvertise for same.

8. ACCEPT LEXINGTON BLVD. FROM WILLIAMS TRACE BLVD. TO COLONIST PARK DRIVE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Lexington Blvd. from Williams Trace Blvd. to Colonist Park Drive (2,000.78 ft.) into the county road maintenance system in Precinct 3. (Recorded in minutes in full)

9. APPROVE CORTEZ SUBDIVISION IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to oppose, Commissioner Pressley voting to abstain, it is ordered to approve Cortez subdivision in Precinct 1. (Recorded in minutes in full)

10. RAY BAILEY & ASSOCIATES, ARCHITECTS, RE: PRESENTATION REGARDING NEW COUNTY ANNEX BUILDING:

Mr. Ray Bailey, President of Ray Bailey & Associates Architects, gave a presentation of new county annex building.

11. CONSIDER ACTION ON WESTERN EMPLOYERS INSURANCE COMPANY'S CANCELLATION OF FORT BEND COUNTY GENERAL LIABILITY & AUTOMOBILE INSURANCE POLICY; AND CONSIDER ACTION ON WORKERS' COMP INSURANCE:

A letter from Mike Townsend, Texas Insurance Associates and a letter from Western Employers Insurance policy no.# GL/BA-75-0484-74083 was read in court regarding cancellation of policies.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept cancellation notice from Western Employers Insurance Company of Fort Bend County General Liability & Automobile Insurance policy and workman's compensation. Cancellation effective April 21, 1985. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize to go out for bids for automobile liability, general liability and umbrella insurance with or without workmens compensation. Effective April 21, 1985.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept TAC Insurance.

RECESS:

Commissioners' Court recessed at 10:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 10:30 a.m.

12. DISCUSS AND CONSIDER FURTHER ACTION ON B.F.I. LANDFILL APPLICATION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to ratify #19 of Commissioners' Court minutes March 25, 1985 and continue along with Missouri City in the appeal of landfill. (Recorded in minutes in full)

00609

#8

LEXINGTON DEVELOPMENT COMPANY

0026

April 2, 1985

Commissioner Alton B. Pressley
Fort Bend County, Precinct 3
P.O. Box 52
Sugar Land, TX 77478

Dear Commissioner Pressley,

The length of Lexington Boulevard from Colonist Park to Williams Trace is 2,000.78 feet. I apologize for the omission of this in the previous letter and really appreciate your efforts in getting this accepted.

If there is anything that we at Lexington can assist you with in the future, please call.

Thank you,

Michael L. Harper
Assistant Project Manager

MLH/ljk

6671 SOUTHWEST FREEWAY • SUITE 210 • P.O. BOX 35705 • HOUSTON, TEXAS 77235-5705 • (713) 777-9511

00610

(#11)

WESTERN EMPLOYERS INSURANCE

0026

March 25, 1985

Fort Bend County
P. O. Box 326
Richmond, Texas 77469

C A N C E L L A T I O N N O T I C E

You are notified that we are herewith cancelling your policies indicated below, in accordance with their terms, and all liability thereunder will terminate, effective as stated below. Unearned premium, if any (if not tendered), will be refunded on demand.

DATE OF MAILING 03/25/85

POLICY NUMBERS GL/BA-75-0484-74083

CANCELLATION EFFECTIVE 04/20/85

At the hour stated in the policies for the inception of the policies.

Reason: Consistent with that notice already provided to your office, we are effecting cancellation of coverage provided under the above policies or such renewals.

William B. Simon

Authorized Signature

William B. Simon, CPCU
Branch Underwriting Manager

WBS/ma
cc: Texas Insurance Associates, Houston, Texas.
Richard E. Ledford, WEIC Branch Manager, Houston, Texas.

5718 Westheimer Road #310
Houston, Texas 77057
713/784-6334

#11

00611

TEXAS INSURANCE ASSOCIATES

0026

March 28, 1985

Mr. Alton B. Presley
Chairman
Fort Bend County Insurance
Committee
Fort Bend County,
Richmond, Texas 77469

This office has been advised, Commissioner Presley . . . . by William B. Simon, Branch Underwriting Manager of Western Employers Insurance Company that the cancellation date of April 20, 1985 on the general liability and automobile liability coverages will be honored only if the worker's compensation is also terminated as of that date.

In other words, if the worker's compensation is terminated as of April 5, 1985, they plan to also terminate the general liability and automobile liability coverages as of that date.

If you should need any more information, please give me a call.

Cordially yours,

TEXAS INSURANCE ASSOCIATES

Mike Townsend, Owner

MT/dcb

15119 MEMORIAL DRIVE, SUITE 205 • HOUSTON, TEXAS 77079 • (713) 497-1005

00612

(#11)

TEXAS ASSOCIATION OF COUNTIES

0026

P.O. Box 2131
Austin, Texas 78768
(512) 478-8753

United Bank Tower
400 W. 15th Street, Suite 604
Sam E. Clonts, Executive Director

RECEIVED
4/1/85
gave copy to Ressley

March 28, 1985

Richard Selleh
Administrative Coordinator
Ft. Bend County
P.O. Box 326
Richmond, Texas 77469

Dear Richard:

Richard Merrill called me today and reported that he is agressively pursing your request for additional liability insurance proposals. He is contacting markets across the nation.

One of the underwriters (PENCO) is willing to consider coverage for Ft. Bend County but will need a letter of authority on Ft. Bend County letterhead. I have attached a sample authority letter that you can have typed on your letterhead. Your letter should be sent to PENCO immediately so that the underwriting process will begin as soon as possible.

Sincerely,

Don Gray
Director of Insurance

DG/vtk

Enclosure

#11

00613

WESSENDORFF INSURANCE AGENCY

611 Morton

RICHMOND, TEXAS • 77469

0026

March 26, 1985

ATTENTION: RICHARD SELLEH
Fort Bend County
Courthouse Annex
Richmond, TX 77469

SUBJECT: Policy #55C-2055751
Commercial Umbrella
4-9-84 to 4-5-85

Dear Richard:

This note is to confirm that per your telephone conversation with our office, we will not be able to offer an extension of coverage on the above policy as you had requested. Our policy will expire at 12:01 a.m., standard time, April 5, 1985.

Should there be any questions, please contact us.

Yours truly,

Joe C. Wessendorff

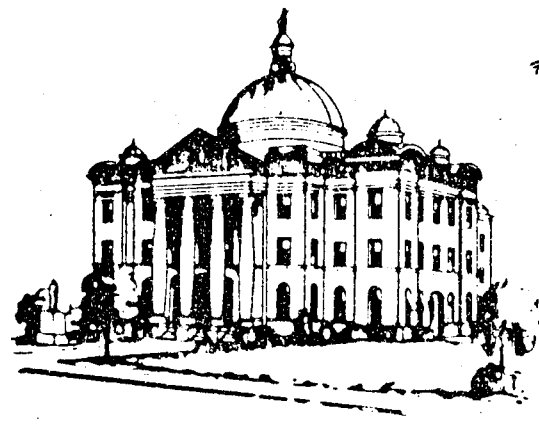
Joe C. Wessendorff

bam

00614

#12

0026
Office of
Jodie E. Stavinoha
County Judge



P. O. Box 868
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas
County of Fort Bend

March 27, 1985

Mr. E. Don Walker
President of Administration
Hermann Hospital Estate
6410 Fannin - Suite 227
Houston, Texas 77030

Dear Mr. Walker:

The Hermann Hospital Estate (HHE) owns a tract of land containing approximately 486 acres in Fort Bend County which is adjacent to a 600 acre tract currently under option for purchase by Browning-Ferris Industries (BFI) where BFI proposes to operate the largest landfill in the state. The Commissioner of the State Department of Health has granted to BFI a permit to operate this landfill. However, opposing parties are in the process of filing motions with the Health Department to reopen the hearing on the grounds that several issues including land use, geology, drainage and others were not adequately considered by the Health Department in the Public Hearing.

As I am sure you are aware, large tracts (some owned by the Hermann Hospital Estate) in this area have consistently been selling to residential developers for prices ranging from $10,000 to $30,000 per acre. During the last three years, development interest in the immediate vicinity of the BFI site and the HHE 486 acre tract has been curtailed due to the possibility of the operation of the proposed landfill. Land values of properties similar to the HHE 486 acre tract are presently $12,000 to $15,000 per acre, with the potential of being worth $20,000 per acre or more within the next few years as other developments in the area are built out.

During the Public Hearing, testimony from developers and other experts including officers of the companies General Homes and Homecraft, the two largest home builders in the Houston area, clearly demonstrated that the value of land in the vicinity of the proposed landfill will be drastically reduced if the BFI landfill is permitted. In fact, both of the developers stated in the hearing that if the landfill is granted, that they would not attempt to develop a property like the HHE 486 acre tract, even if it were given to them at no cost. The value of the property would thenceforth be determined by

what uses it could be put to such as sand pits and other types of landfill related uses. Testimony established that land values of property adjacent to such a landfill would specifically be reduced to $1,000 to $2,500 per acre. The potential loss to the Estate at issue is in excess of $6 million. (Using a present value of $15,000 per acre with a reduction to $2,500 per acre.)

BFI has argued publically that this permit should be granted because they have spent over $2 million on legal and consulting fees. The Health Department has been very solicitious of BFI during the course of the hearing process, and almost totally insensitive to the concerns of the local community and their officials. BFI's $2 million expense could cause many, many times more of losses in home equities to the citizens of Fort Bend County if you do not join the opposition.

I am requesting that you, your trustees, and the Attorney General request that the public hearing be reopened in order that the interests of the Hermann Hospital Estate be considered.

It is imperative that this action be taken immediately because there is a deadline to file motions for reopening of the hearing which is April 2, 1985. Thank you very much for your consideration.

Sincerely,

Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

JES/bjm

cc: The Honorable Jim Mattox
Attorney General, State of Texas

Mr. Walter Mischer, Jr.
Mr. David Hannah, Jr.
Mr. Edward Randall, III
Mr. Jack Josey
Mr. Corbin J. Robertson, Sr.

Mr. Dave Richards
Mr. John Vasquez

13. CONSIDER FOR APPROVAL REVISED SUPPLEMENTAL CONTRACTUAL AGREEMENT WITH THE STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION FOR ADDITIONAL FUNDS FOR SH-36 RIGHT-OF-WAY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve revised supplemental contractual agreement with the State Department of Highways & Public Transportation for additional funds for SH-36 right-of-way. Funds to come from Contingency Fund. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to substitute previous motion, and funds to come from General Fund Right-of-Way.

14. CONSIDER INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND KENDLETON I.S.D. AND BETWEEN FORT BEND COUNTY AND CITY OF KENDLETON:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between Fort Bend County and Kendleton I.S.D. and between Fort Bend County and City of Kendleton. (Recorded in minutes in full)

15. CONSIDER ACCEPTANCE OF ROADS IN OYSTER CREEK COUNTRY & MEADOW GROVE SUBDIVISIONS IN PRECINCT 2:

Accept roads in Oyster Creek Country:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following roads in Oyster Creek Country Subdivision in Precinct 2.

HOMA RD. 515.00 ft. 0.10 mi.	KNIGHT RD. 1827.33 ft. 0.35 mi.	MICHAEL WAYNE RD. 2811.34 ft. 0.53 mi.
ELLISON RD. 2358.86 ft. 0.45 mi.	CASEY COURT 222.0 ft.	COCO RD. 496.58 ft. 0.09 mi.
MAX RD. 1083.72 ft. 0.21 mi.	LEXINGTON 2000.67 ft. 0.38 mi.	CASEY DR. 860.0 ft.

Accept roads in Meadow Grove Subdivisions in Precinct 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following roads in Meadow Grove Subdivision in Precinct 2.

PHILIP EVAN 2704.84 ft. 0.51 mi.	RENIES COURT 285.92 ft. 0.05 mi.	PHILS COURT 68.69 ft. 0.05 mi.

16. CONSIDER APPLICATION FROM EXXON CORP. TO LAY A PIPELINE ACROSS OILFIELD ROAD IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Exxon Corp. to lay pipeline across Oilfield Road in Precinct 4. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:20 a.m.

#13

DATE REC'D	MAR 2 0 1985
STANLEY	✓
DAVID	
MARK	
DLAINE	
KARL	

xc: 4 Commissioners

00617

0026

COMMISSION

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

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251

ENGINEER-DIRECTOR
MARK G. GOODE

March 18, 1985

IN REPLY REFER TO FILE NO. ADE-R

455H1004
Account 8012-1-62
Fort Bend County
S.H. 36: From U.S. 90A to Austin County Line

Mr. Stanley Kurcherka, Jr. P.E.
County Engineer
Fort Bend County
P. O. Box 1028
Rosenberg, Texas 77471

Dear Mr. Kurcherka:

As per your telephone conversation with Mr. Herbert Lum of this office on March 14, 1985, attached for your further handling with Judge Stavinoha and members of the Commissioners Court are four copies of a revised Supplemental Contractual Agreement for Right of Way Procurement on the above referenced project. This revised agreement deletes the requirement of fencing by Fort Bend County within the project limits. In addition, adjustment of utilities will also be handled by the Department with the utility owners. With reference to our letter dated February 25, 1985, Fort Bend County's commitment of an additional $120,000 to this project will permit us to proceed in agreements with the affected utilities toward adjusting their facilities.

Appraisal assignments are being held pending signing of the attached agreement. Upon receipt of the executed agreement in our office, in quadruplicate, along with the Commissioners Court order, appraisal assignment will resume. We will return a fully executed copy of the agreement for your files.

Should you desire additional information, kindly contact Mr. Herbert Lum at 869-3211, extension 566.

Very truly yours,

John C. Smith

John C. Smith
Assistant District Engineer
District No. 12

EAW/edg
Attachments

00618

0026

State Department of Highways
and Public Transportation
Page 1 of 3

SUPPLEMENTAL
CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CSJ No. 0187-05-027
COUNTY Fort Bend
ACCOUNT 8012-1-62
HIGHWAY S.H. 36

This supplemental contractual agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the State, and Fort Bend County, Texas, acting by and through its duly authorized official under Commissioners' Court Order dated the 1st day of April, 1985, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State and County entered into contractual agreements and supplemental contractual agreements for procurement of right of way on the following projects on the dates indicated:

Highway	Account No.	Limits	Date of Agreement
S.H. 36	8012-1-62	From US 90A in Rosenberg	8-5-76
		To Austin County Line	12-12-77
			11-26-84

and, which are made a part of this instrument by reference; and,

WHEREAS, the County has requested that they be relieved of the obligation to acquire the necessary right of way and desires the State to assume the acquisition responsibility; and,

WHEREAS, it is mutually desired by the County and the State to modify said original contracts and any supplemental contracts implementing the terms and provisions of the original contracts.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the above described contracts are modified hereby to the extent of the manner, mode and method of the County's obligation to acquire the necessary right of way and receive 90% reimbursement of the cost thereof in that the State hereby assumes the obligation to acquire the necessary right of way and the County shall accomplish its obligation by contributing 10% of the cost of the right of way as hereinafter described.

The State is to acquire all right of way except that the County shall continue with its present obligations to acquire the following described right of way:

Parcels: None

Utilities: None

Other: None

The County shall contribute to the State an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, executed by the County, a warrant or check payable to the State Department of Highways and Public Transportation in the amount of _____ Dollars ($_____), which represents 10% of the estimated cost of the right of way; however, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as requested by the State. Upon completion of the project and in the event the amount as paid is more than 10% of the cost of the right of way, then any excess amount will be returned to the County. Cost of the right of way acquired by the State shall mean the total value of compensation to owners for their property interests either by negotiation or eminent domain.

00620

State Department of Highways
and Public Transportation
Page 1 of 1

0026

This supplemental contractual agreement is approved and executed on behalf of the State this _____ day of _____, 19___.

_____ County, Texas

By: _____

ATTEST:

Deanne Thilsen

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #3

Commissioner, Precinct #4

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By: _____
Right of Way Engineer

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute No. and A. O.

RECOMMENDED FOR APPROVAL:

_____
District Engineer

(#14)

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
KENDLETON INDEPENDENT SCHOOL DISTRICT

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

WHEREAS, the District desires the County assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

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

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

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

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

Now, therefore, the County and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.

c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the District agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.

6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminated on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 16 day of March, 1985.

Kendleton Independent School District

T. R. Jackson
Chairman of Trustees

ATTEST:

Sandra Jean Williams
Secretary

SIGNED this 21st day of March, 1985.

County of Fort Bend

Julie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

00624

(#14)

0026

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198 5 , and must be renewed annually thereafter.

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

SIGNED this 11 day of February, 1985.

City of Kendleton, Texas

Mayor

ATTEST:

Sharon Fountain
City Secretary

SIGNED this 1st day of April, 1985,

County of Fort Bend

County Judge

ATTEST:

County Clerk

00627

(#16)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT 0026

On this 1 day of April, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Exxon Corporation dated March 22, 1985, permit no. 80642 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume 26 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 Sutton, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Gary L Fuchs
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 26 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kozlow
Deputy

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

- picked up copies -

00628

Appl. # 80642

0026

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

Karl E. Baker
Karl E. Baker, Assistant Engineer

3-26-85
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

00629

0026

EXXON COMPANY, U.S.A.
POST OFFICE BOX 2180 • HOUSTON, TEXAS 77252-2180

PRODUCTION DEPARTMENT
EAST TEXAS DIVISION

RIGHT OF WAY AND CLAIMS

P G McDIVITT
SUPERVISOR

A L CROSS
ROY C FRANSEN
WALDO V HILL, JR
LISA K DEWEY
R M KUHLMANN
BRYAN R WOMACK

March 22, 1985

R/W File 68387

Fort Bend County Engineering Dept.
P. O. Box 1028
Rosenburg, Texas 77471

Attention: Mr. Carl Baker

Dear Mr. Baker:

Please find attached Exxon's applications for permits to construct pipeline crossings across Oil Field Road at three different locations in our Sugarland Field. Also attached is a Letter of Indemnification addressed to the Commissioners' Court in satisfaction of the requirements of Article XX of "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of 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 on January 14, 1980.

Please submit our applications and their attachments to the Commissioners' Court for review and approval at your earliest convenience. Upon approval by the Commissioners' Court, please return the executed permits and any additional instructions to us in the enclosed envelope.

Should you require any additional information, please contact me at 713/680-5375.

Sincerely,

R. M. Kuhlmann

RMK/mbm
Enclosures

00630

0026

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

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80642
RECEIPT NO.

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

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

Road or Ditch Name	Distance & Direction From Nearest Instersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Oil Field Road		105'	Bored			X

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

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

General Description

See attached Plat showing one 14" conduit containing 1-8" Saltwater Gathering Line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

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

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: EXXON Corporation
AGENT and/or OWNER
OWNER (accessible 24 hrs/day, 7 days/week)

C. E. Fields Jr.
(Signature)

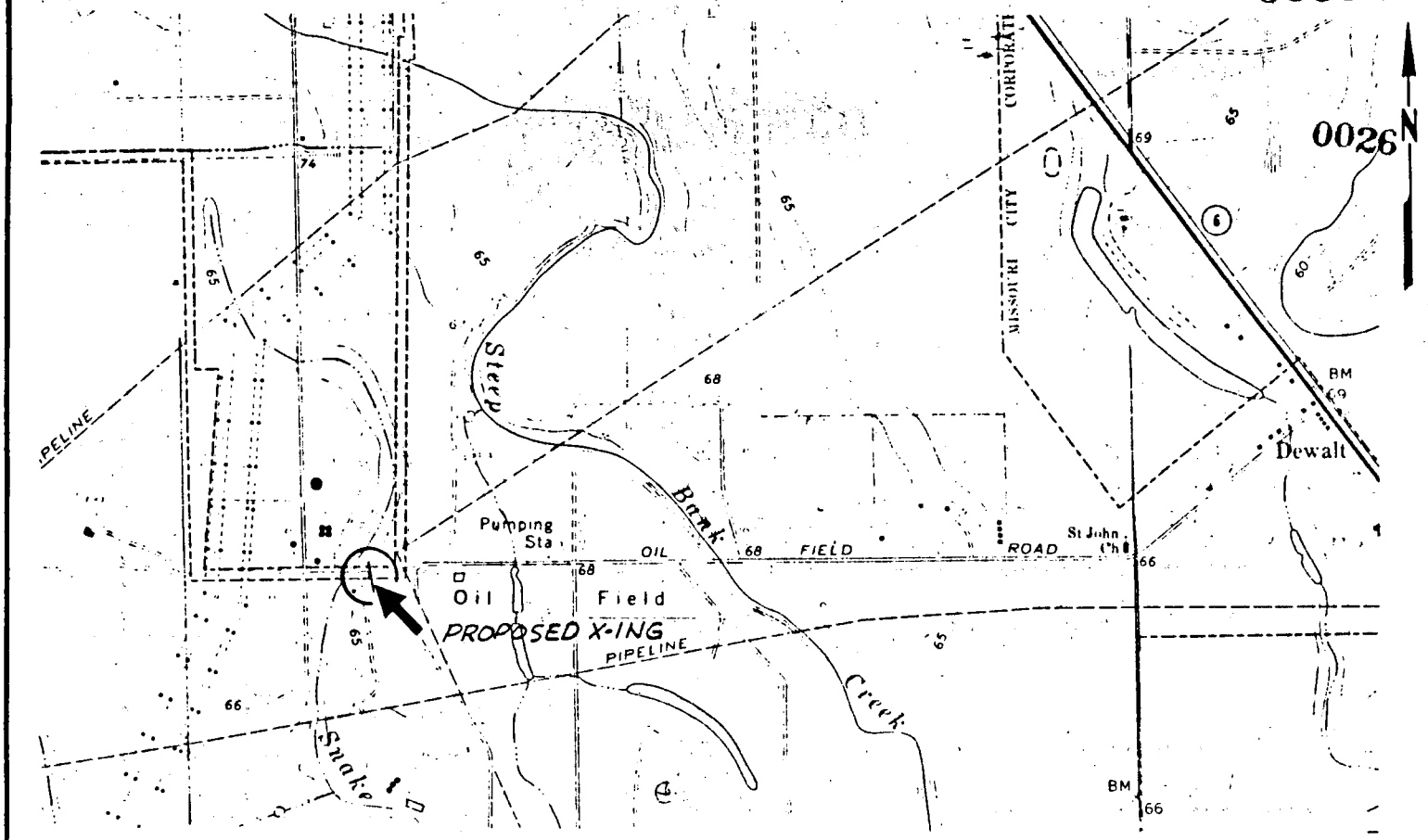
Form Approved By PWS
Trade Approved By CBK

NAME & TITLE C. E. FIELDS, JR.
(Please Print)
Agent and Attorney-in-Fact

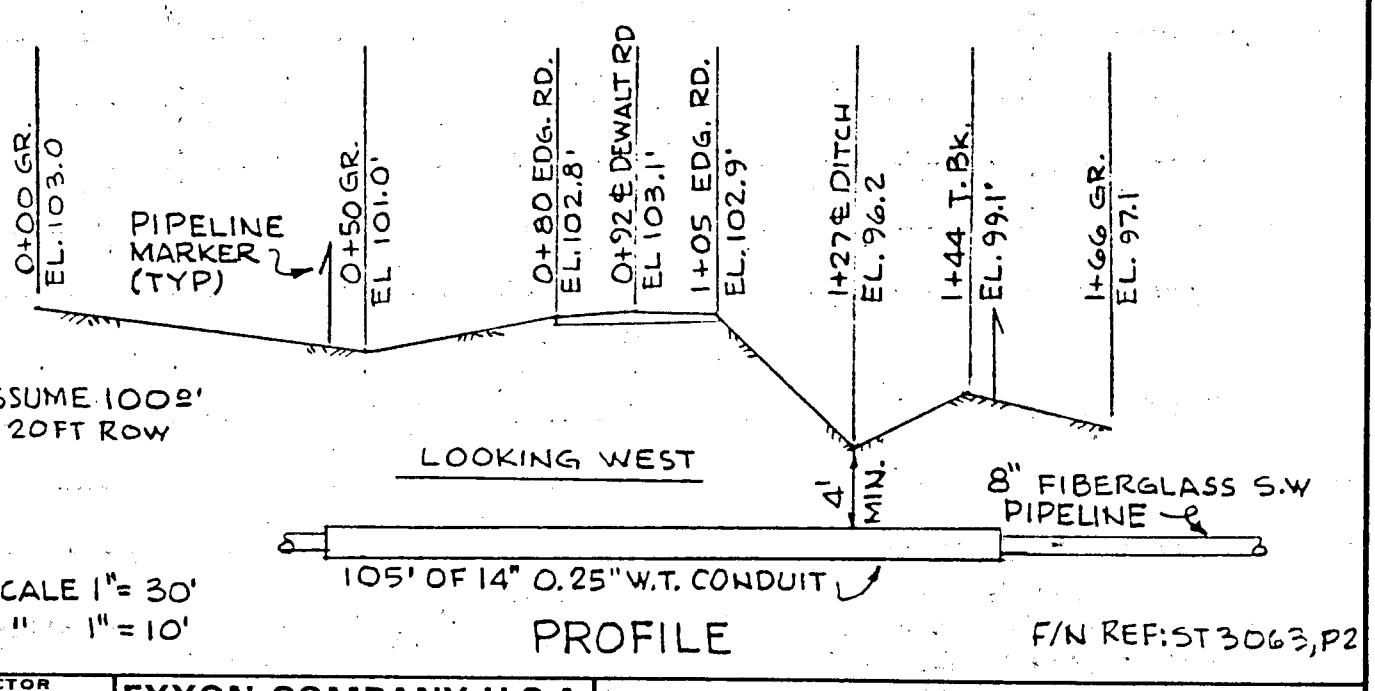
DATE: 3-22-85
ADDRESS P.O. Box 2180, 4550 Dacoma
(Street/P.O. Box)
Houston, Texas 77252-2180
City State Zip

TELEPHONE NO.: 713/680-5375

00631



LOCATION PLAN - SCALE 1" = 2000'



HORIZ. SCALE 1" = 30'
VERT. " 1" = 10'

PROFILE

F/N REF: ST 3063, P2

CONTRACTOR	EXXON COMPANY, U.S.A. A DIVISION OF EXXON CORPORATION PRODUCTION DEPARTMENT EAST TEXAS DIVISION HOUSTON, TEXAS	PROPOSED 8" SALTWATER GATHERING LINE CROSSING OIL FIELD ROAD SUGARLAND FIELD FT. BEND CO., TEXAS

NO.	DATE		BY	CHK.	APPR.	MF.
0	3-15-85	ORIGINAL DRAWING	BEB	REB		

NO.	DATE	REVISION	BY	CHK.	APPR.	MF.

JOB NO.	VITAL RECORD NO.	SCALE	REV.	YEAR	SIZE	FIELD	FACILITY	CLASS	TYPE	SEQUENCE
	ETD 134.7	SHOWN		1985	A	883	431		G	01

COLLATE

0026 RECONVENE:

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

17. 1:30 P.M. - OPEN BIDS FOR UNIFORMS FOR FORT BEND COUNTY SHERIFF'S DEPT. FOR THE PERIOD ENDING DECEMBER 31, 1985.

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

A) Factory Sales Uniform of Houston

B) Martin's Uniform

18. 1:30 P.M. - CHRIS DISTEFANO, ARCHITECT, RE: PRESENTATION REGARDING NEW COUNTY ANNEX BUILDING:

Mr. Chris DiStefano, Architect spoke to Commissioners' Court regarding the new county annex building.

19. APPROVE BILLS:

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

20. ADJOURNMENT:

Commissioners' Court adjourned at 3:15 Monday, April 1, 1985.

#1800633

PROFESSIONAL QUALIFICATIONS OF KEY PERSONNEL

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JOSEPH M. SANTOPETRO, Project Manager

Vice-president of CHRISTOPHER DI STEFANO & ASSOCIATES, INC., with 20-years experience; 3 years tenure with firm. Served as a project manager on a number of Criminal Justice facilities including the City of Freeport Jail and Court Building, the Fort Bend County Courthouse Annex, the Orange County Jail and Sheriff's Department, the Liberty County Jail, and Renovations to the Federal Courthouse in Houston. Totally familiar with all phases of construction project management from start-up through close-out.

A licensed Architect in The State of Texas, Santopetro also holds a degree in Construction Management from The University of Houston. As Project Manager, Santopetro will be directly responsible to the City of Houston for daily construction management of the Southwest Police Area Command Station.

ALFRED Z. CARVAJAL, Construction Inspector

Senior Associate of CHRISTOPHER DI STEFANO & ASSOCIATES, INC., with 38-years experience in architecture and construction. For the past 10-years, Carvajal has served as a full-time Construction Inspector on many notable projects including Two Allen Center, a 36-story office building completed in 1978; modifications to One Allen Center completed in 1979; Three Allen Center, a 50-story office building completed in 1981; The Grand Hotel completed in 1981; The Houstonian Estates, a 28-story condominium completed in 1983; and the Calcasiu Marine National Bank Building, a 21-story office tower located in Lake Charles, Louisiana.

Prior to that, Carvajal worked as a Construction Contract Administrator for a large architectural firm with these well known projects to his credit:

-the Original Galleria in Houston
-the Westin Oaks Hotel
-the 25-story Transco Tower in Houston
-the Twin Towers in Dallas
-the Century Office Building in San Antonio, and
-the Brookhollow Golden Center in Houston

As Construction Inspector, Carvajal will be responsible for the day-to-day monitoring of the progress of the project and determining if all work taking place is in conformance with Plans and Specifications. Carvajal will also perform all other tasks and responsibilities assigned to the Construction Inspector in the Description of Proposed Services.

00634

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AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 8, 1985
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 1, 1985.

2. Approve changes in Depository Pledge Contracts.

3. Approve line item transfers in budgets.

4. Consider approval of County Treasurer's quarterly report.

5. Accept bids on uniforms for Sheriff's Department.

6. Approve resolution authorizing application to Texas Community Development Program for Fifth Street area in Precinct 3; and approve retainer agreement with Bruce Spitzengel, Consultant, for Texas Community Development Program application.

7. Ms. Martha Grady, re: report on Fort Bend County Senior Citizens Project.

8. Consider resolution of the Court to approve the form and substance of an application for an Inducement Resolution for Eller Holding Co., Inc.; to authorize the execution of such resolution and other agreements appropriate thereto; and to consider other provisions relating to the subject.

9. Consider resolution in opposition to HB-2231 concerning the consolidation of tax collections.

10. Consider additional phone lines at Sugar Creek Annex and amend Tax Assessor's budget to cover expenses.

11. Constable Richard Pring, Precinct 4, re: request budget amendment for office supplies, uniforms, and property & equipment for Precinct 4.

12. Consider and approve storing County Clerk's microfilm outside of Fort Bend County.

13. Approve contract with managing bank for County depositories and accept list of participating banks.

14. Review Road Log update by Van Sickle, Mickelson & Klein.

15. Consider approval of interlocal agreement between Fort Bend County and the City of Simonton.

16. Consider procedure for returning bonds on streets annexed by a City.

17. Accept roads in Heritage Heights Acres Subdivision; Willowview Drive off Pultar Road; and Hettie Road in Myska Meadows Subdivision into the County road maintenance system in Precinct 1.

18. Accept sick, vacation & comp. time as entered into computer as of 3-22-85

19. Rebudget reimbursement check in the amount of $1,309.82 into Emergency Management Coordinator's budget line items for conferences and repairs.

20. Consider application from General Telephone Co. to lay cable along Kansas, West Palm, Sycamore and under Jasmine, Cleo, West Palm and Sycamore in Precinct 2.

21. Consider application from Sugar Land Telephone Co. to lay cable along Clodine-Reddick Rd. and under Beechnut, Candela & Pastoria Rds in Prct 3.

22. Consider application from Southwestern Bell Telephone to lay cable along Old Richmond Rd. in Precinct 3.

23. Consider application from Regal Ranch to lay a sanitary line under Stafford Run in Precinct 3.

CONTINUED

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24. Advertise for bids for one or more new crawler front-end loaders with and without trade-in.

25. Meet in Closed Session to discuss architect regarding new County annex building pursuant to Article 6252-17 (c) (g), Vernon's Texas Civil Statutes.

25a) Take action on any items discussed in Closed Session.

26. 1:30 p.m. - Open bids for One (1) 12-ton capacity rear loading ramp type tandem trailer.

27. 1:30 p.m. - Consider replat of Westin Lake Subdivision, Section 4 in Precinct 4; and approve plat for Tara Subdivision, Section 5 in Precinct 1.

28. Adjournment.

FILED FOR RECORD
TIME 2:55 AM PM
APR 4 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 4, 1985 at 3:00 p.m. by M. Lindsey.

00636

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AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, APRIL 8, 1985
2:00 O'CLOCK P.M.

The Fort Bend County Drainage District Board will meet on Monday, April 8, 1985 at 2:00 p.m. to consider the following:

1. Consider participating in a Subsidence-Flooding Study.
2. Consider advertising for bids for bridge on Bohacek Rd. & Turkey Creek in Precinct 4.
3. Discuss monthly Drainage District report.
4. Adjournment.

FILED FOR RECORD
NO. TIME 2:55 AM PM
APR4 1985
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, Chairman

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 4, 1985 at 3:00 p.m. by

REGULAR SESSION

BE IT REMEMBERED That on this 8TH day of APRIL, 1985 Commissioner's Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF APRIL 1, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that minutes of April 1, 1985 be approved with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contracts as follow: (Recorded in minutes in full)

Rosenberg Bank & Trust to release $500,000, U.S. Treasury, Receipt # 514267, Due date 3/31/85.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None.

4. CONSIDER APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT:

Postponed.

5. ACCEPT BIDS ON UNIFORMS FOR SHERIFF'S DEPARTMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid on uniforms for Sheriff's Department from Martin's Uniforms. (Recorded in minutes in full)

6. APPROVE RESOLUTION AUTHORIZING APPLICATION TO TEXAS COMMUNITY DEVELOPMENT PROGRAM FOR FIFTH STREET AREA IN PRECINCT 3; AND APPROVE RETAINER AGREEMENT WITH BRUCE SPITZENGEL, CONSULTANT, FOR TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION.

Approve resolution authorizing application to Texas Community Development program for Fifth Street area in Precinct 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve resolution as presented. (Recorded in minutes in full)

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(2)

0026 FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B & T

Release $500,000,

U.S. Treas.

Receipt # ~~574830~~ 514267

Due Date ~~8/31/8~~ 3/31/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $_____

_____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $_____

_____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $_____,

_____

Receipt # _____

Due Date _____

PURCHASING DEPARTMENTS ANALYSIS ON PURCHASE OF UNIFORMS FOR

SHERIFF'S DEPARTMENT

		MARTIN'S UNIFORMS		FACTORY SALES UNIFORM COMPANY	
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTURER	UNIT PRICE	MANUFACTURER
#1	PANTS (Male)	$24.00 ea.	Martin's	$37.50 ea.	Horace Small
#1 alternate	PANTS (Male)	---------	--------	$31.90 ea.	Horace Small
#2	MEN'S LONG SLEEVE SHIRT	$22.00 ea.	Martin's	$24.50 ea.	Mt. Pleasant
#3	LADIES LONG SLEEVE SHIRT	$22.00 ea.	Martin's	$24.50 ea.	Mt. Pleasant
#4	MEN'S SHORT SLEEVE SHIRT	$20.00 ea.	Martin's	$22.00 ea.	Mt. Pleasant
#5	LADIES SHORT SLEEVE SHIRT	$20.00 ea.	Martin's	$22.00 ea.	Mt. Pleasant
#6	POLICE REVERSIBLE WIND-BREAKER	$49.95 ea.	Blauer	$59.95 ea.	Blauer
#6A	TIE	$ 2.45 ea.	Martin's	$ 3.50 ea.	Samuel Broome
#7	RIVER BELT	$29.20 ea.	Don Hume	$33.95 ea.	Don Hume
#8	ALLSTAR HOLSTER	$36.40 ea.	Don Hume	$42.50 ea.	Don Hume
#9	HANDCUFF CASE	$13.25 ea.	Don Hume	$15.50 ea.	Don Hume
#10	SPEED LOADER (DOUBLE)	$13.25 ea.	Don Hume	$17.95 ea.	Don Hume
#11	CLIP CASE (DOUBLE)	$14.90 ea.	Don Hume	$17.50 ea.	Don Hume
#12A	BELT KEEPER (SINGLE)	$ 2.35 ea.	Don Hume	$ 2.75 ea.	Don Hume
#12B	BELT KEEPER (DOUBLE)	$ 3.05 ea.	Don Hume	$ 4.00 ea.	Don Hume
TYPICAL MENS UNIFORM		$208.45		$256.85	

Typical mens uniform consists of the following: Men's pants, long sleeve shirt, tie, police reversible windbreaker, river belt, allstar holster, handcuff case, speed loader (double) and belt keeper (double).

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Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Department	..85-9	03-14-85	1	28

INVITATION FOR BIDS
(EXPIRES:Dec 31 1985)

Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., April 1, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30 P.M., April 1, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

Uniforms for Fort Bend County Sheriff Department, per attached specifications, for the period ending December 31, 1985.

Uniforms may be purchased singly or in quantity.

Vendor to take measurements for uniforms at Sheriff Department, Richmond Texas within 24 hours of telephonic notification of need. Vendor is further responsible for delivery of uniforms.

Vendor must have a facility in Fort Bend County of adjoining counties.

For additional information contact: Lt. Tom Sparkman, Sheriff Department Fort Bend County, Richmond Texas 713-342-6116.

Following changes apply to specification indicated:

Sec. Item	Should Read:
7	B106 Clarino, Don Hume or equal
8	H286 Clarino, Don Hume or equal
9	C303 Clarino, Don Hume or equal
10	D415 Plain Clarino, Don Hume or equal
11	D407 Plain Clarino, Don Hume or equal
12 (1)	S502-1 Plain Clarino, Don Hume or equal
12 (2)	S502-4 Plain Clarino, Don Hume or equal

Fort Bend County Commissioners' Court reserves the right to accept or reject any or all bids or combinations of bids advantageous to the county.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ N/A * delivered to County Jail, Richmond, Texas.
Delivery will be completed within N/A * calendar days after being ordered by Fort Bend County Purchasing Agent (Delivery time must be shown or bids will be rejected).
Bidder guaranties price until December 31, 1985.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
RAY RENO FACTORY SALES CO. 5104 HARRISBURG HOUSTON, TEXAS 77011	Ray Reno	3/28/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
Ray Reno Sales Rep. 923-2211	Ray Reno Sales Rep. 923-2211

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION CANNOT BE MET

* Unit Price of what Item?
See Bid Sheet

FACTORY SALES
Uniform Company
Houston • Dallas • Atlanta

5100 Harrisburg Houston, Texas 77011 Phone 713 / 923-2211

COUNTY OF FORT BEND
PURCHASING DIVISION

BID SHEET

BID I.D. NO. 85-9

ITEM	DESCRIPTION	MANUFACTURER	UNIT PRICE
#1	MALE'S Pant	HORACE SMALL	$37.50
#2	MALES'S LONG SLEEVE SHIRT	MT. PLEASANT	24.50
#3	FEMALE'S LONG SLEEVE SHIRT	" "	24.50
#4	MALE'S SHORT SLEEVE SHIRT	" "	22.00
#5	FEMALE'S SHORT SLEEVE SHIRT	" "	22.00
#6	REVERSIBLE JACKET	BLAUER	59.95
#6A	TIE	SAMUEL BROOME	3.50
#7	RIVER BELT (CLARINO)	DON HUME	33.95
#8	HOLSTER "	" "	42.50
#9	CUFF CASE "	" "	15.50
#10	DOUBLE SPEED LOADER (CLARINO)	" "	17.95
#11	DOUBLE CLIP HOLDER "	" "	17.50
#12A	SINGLE KEEPER "	" "	2.75
#12B	DOUBLE KEEPER "	" "	4.00

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FACTORY SALES

Uniform Company

Houston • Dallas • Atlanta

5100 Harrisburg Houston, Texas 77011 Phone 713 / 923-2211

COUNTY OF FORT BEND

PURCHASING DIVISION

BID SHEET

BID I.D. NO 85-9

ALTERNATE BID ON ITEM #1

ITEM	DESCRIPTION	MANUFACTURER	UNIT PRICE
#1	MALE'S PANT	HORACE SMALL MFG	$31.90

Uniform Superiority

Issued By:	Bid I.D. No.	Date Issued:	Page No.	No. of Pages
Purchasing Department	85-9	03-14-85	1	28

INVITATION FOR BIDS
(EXPIRES: Dec 31 1985)

0026

Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., April 1, 1985, for furnishing the supplies or services described in the accompanying schedule. Bids received by that time will be opened and publicly read at 1:30 P.M., April 1, 1985.

Equipment, supplies or service to be furnished must meet or exceed each and every one of the following specifications:

Uniforms for Fort Bend County Sheriff Department, per attached specifications, for the period ending December 31, 1985.

Uniforms may be purchased singly or in quantity.

Vendor to take measurements for uniforms at Sheriff Department, Richmond Texas within 24 hours of telephonic notification of need. Vendor is further responsible for delivery of uniforms.

Vendor must have a facility in Fort Bend County of adjoining counties.

For additional information contact: Lt. Tom Sparkman, Sheriff Department Fort Bend County, Richmond Texas 713-342-6116.

Following changes apply to specification indicated:

Sec. Item	Should Read:
7	B106 Clarino, Don Hume or equal
8	H286 Clarino, Don Hume or equal
9	C303 Clarino, Don Hume or equal
10	D415 Plain Clarino, Don Hume or equal
11	D407 Plain Clarino, Don Hume or equal
12 (1)	S502-1 Plain Clarino, Don Hume or equal
12 (2)	S502-4 Plain Clarino, Don Hume or equal

Fort Bend County Commissioners' Court reserves the right to accept or reject any or all bids or combinations of bids advantageous to the county.

PLEASE COMPLETE THE FOLLOWING:
Unit Price $ 230.80 ea delivered to County Jail, Richmond, Texas.
Delivery will be completed within 45 ARO calendar days after being ordered by Fort Bend County Purchasing Agent (Delivery time must be shown or bids will be rejected).
Bidder guaranties price until December 31, 1985.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
Martin's Uniforms 1405 State Street South Houston, Tex 77587	Gregory A Garcia	3/29/85

TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:
GREGORY A GARCIA Division Manager 512-736-1831	Barry Horvitz 946-7781 1405 State Street South Houston, Tex 77587

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION CANNOT BE MET

00644

Martin's uniforms

A DIVISION OF SUPERIOR SURGICAL MFG CO INC

926 FREDERICKSBURG RD.
SAN ANTONIO, TEXAS 78201
(512) 736-1831

0026

No. Q

Please refer to above number on all correspondence.

QUOTATION

Name Fort Bend County Sheriff Dept. Date 3/24/85

P O Box 368 Purch Agent Tom Bassett

Address _____ Division Head Tom Shanbaman

City Richmond State Tex. Zip 77469 Phone 713-342-6116

Quotation herein contained is graranteed for thirty days from date, unless otherwise stated, after which prices are subject to change.

This quotation is in answer to your request no. 85-9, dated 3/14/85 and specifications dated _____. Any changes in specifications will necessitate a new quotation.

ITEM NO.	DESCRIPTION	QTY	PRICE	
1	Pants - Martin's X21565	ea	24.00	
2	Shirts LS Martin's 23485 Mens	ea	22.00	
3	Shirts LS - Martin's 23445 Ladies	ea	22.00	
4	Shirt SS - Martin's 22485 Men's	ea	20.00	
5	Shirt SS - Martin's X23445 Ladies	ea	20.00	
6	Police Windbreaker - Blauer 345	ea	49.95	
6A	Tie Bandmaster + Martin's 216 475	ea	2.45	
7	River Belt - Don Hume B106C	ea	29.20	
8	All star Holster Don Hume H286C	ea	36.40	
9	Handcuff Case - Don Hume C303C	ea	13.25	
10	Speedloader - Don Hume D415C	ea	13.25	
11	Clip Cases - Don Hume. D407C	ea	14.90	
12	Belt Keeper - Don Hume S502-1C	ea	2.35	
12	Belt Keeper - Don Hume. S502-4C	ea	3.05	
15				
16				
17				
18				
19				
20				

Note: All leather according to specs. Samples available if you like it.

SPECIAL INSTRUCTIONS

THE ABOVE PRICES SUPERSEDE ALL PREVIOUS QUOTATIONS.

DELIVERY 45-ARO F.O.B. Shipping Point TERMS Net 30 Days

SUBMITTED BY [illegible] APPROVED BY [illegible] Division Manager

#6

cc: L. Waggenbach
D. Wilson

00645

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THE STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND :

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE BY AND BETWEEN BRUCE J. SPITZENGEL (HEREIN CALLED CONSULTANT), OF SUGAR LAND, FORT BEND COUNTY, TEXAS, AND THE COUNTY OF FORT BEND (HEREIN CALLED CLIENT), TEXAS, IN CONSIDERATION OF THE PROMISES AND OF MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

WITNESSETH:

I.

CONSULTANT AGREES TO PROVIDE CLIENT WITH SERVICES AS REQUESTED BY CLIENT TO MAKE APPLICATION FOR OR TO PROVIDE ADMINISTRATIVE SERVICES IN THE IMPLEMENTATION OF THE TEXAS COMMUNITY DEVELOPMENT PROGRAMS AS ADMINISTRATED BY THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS (TDCA).

II.

THIS AGREEMENT IS NON-EXCLUSIVE AND THE CLIENT RESERVES THE RIGHT TO RETAIN THE SERVICES OF ANY OTHER CONSULTANT OR PERSONNEL FOR ANY SUCH SERVICES.

III.

UPON PROPER AND AUTHORIZED REQUEST FOR CONSULTANT SERVICES, A SPECIFIC AGREEMENT OR CONTRACT SHALL BE MADE BETWEEN CONSULTANT AND CLIENT. THE SPECIFIC AGREEMENT OR CONTRACT SHALL CONTAIN AMONG OTHER ITEMS, THE SPECIFIC SERVICES TO BE PERFORMED AND THE COMPENSATION THEREFOR.

IV.

CONSULTANT SHALL RECEIVE $1.00 PER MONTH AS A RETAINER AND SUCH COMPENSATION SHALL BE IN ADDITION TO THE COMPENSATION AS PROVIDED FOR IN PARAGRAPH III. ABOVE.

V.

THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY WITH OR WITHOUT CAUSE BY GIVING THE OTHER SEVEN (7) DAYS WRITTEN NOTICE.

ATTEST:

Jeanne Wilson
COUNTY CLERK

APPROVED:

Judge E. Stavinoha
COUNTY JUDGE

Bruce J. Spitzengel
BRUCE J. SPITZENGEL
CONSULTANT

DATE: APRIL 8, 1985

00646

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R E S O L U T I O N

RESOLUTION AUTHORIZING THE COUNTY OF FORT BEND TO PREPARE AN APPLICATION FOR GRANT FUNDS UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, THE COMMUNITY DEVELOPMENT PROJECT FUND; AND, APPOINTING A TEMPORARY COMMUNITY DEVELOPMENT DIRECTOR TO PREPARE SUCH APPLICATION.

WHEREAS, the Federal Government has made available grant funds through Title I of the Housing and Community Development Act of 1974, as amended, the Community Development Project Fund; and,

WHEREAS, such grant funds may be used for a variety of Community Development activities and purposes; and,

WHEREAS, the County desires to make application to said Program for the benefit of the unincorporated area of Fifth Street.

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

Section 1. THAT, the County prepare an application to be submitted to the Texas Department of Community Affairs for said project fund; and,

Section 2. THAT, the County Engineer be the temporary Community Development Director to prepare such application and authorized to execute documents in conjunction with the application; and,

Section 3. THAT, the County authorizes the preparation of said application for the purpose of implementing water system improvements; and

PASSED AND APPROVED, this 8th day of April, 1985, at a regular meeting of the Commissioners' Court of the County of Fort Bend, Texas.

APPROVED:

John E. Stevenson
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

Approve retainer agreement with Bruce Spitzengel, Consultant, for Texas Community Development Program application:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve retainer agreement with Bruce Spitzengel, Consultant, for Texas Community Development Program at no cost to the county.

Bruce Spitzengel, Consultant for the Fifth Street area residents discussed the various projects in this area.

7. MARTHA GRADY, RE: REPORT ON FORT BEND COUNTY SENIOR CITIZENS PROJECT:

Martha Grady discussed a fundraiser at the Fort Bend Fairgrounds on April 23, which will benefit Fort Bend County Senior Citizens, also she dis- various projects involving United Way. FBC Senior Citizens and Tri-Cities will merge. No court action taken.

8. CONSIDER RESOLUTION OF THE COURT TO APPROVE THE FORM AND SUBSTANCE OF AN APPLICATION FOR AN INDUCEMENT RESOLUTION FOR ELLER HOLDING CO., INC.; TO AUTHORIZE THE EXECUTION OF SUCH RESOLUTION AND OTHER AGREEMENTS APPROPRIATE THERETO; AND TO CONSIDER OTHER PROVISIONS RELATING TO THE SUBJECT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve resolution of application for an inducement resolution for Eller Holding Co.,Inc. as presented.

9. CONSIDER RESOLUTION IN OPPOSITION TO HB-2231 CONCERNING THE CONSOLIDATION OF TAX COLLECTIONS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the resolution in opposing HB-2231 concerning the consolidation of tax collections. (Recorded in minutes in full)

Marsha Gaines request the court to oppose HB-2231.

E.V. Blissard representing Central Appraisal District discussed his opposition to HB-2231.

10. CONSIDER ADDITIONAL PHONE LINES AT SUGAR CREEK ANNEX AND AMEND TAX ASSESSOR'S BUDGET TO COVER EXPENSE:

Postponed.

11. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST BUDGET AMENDMENT FOR OFFICE SUPPLIES, UNIFORMS, AND PROPERTY & EQUIPMENT FOR PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve budget amendment to Constable Pring, Precinct 4, budget as follows for a total of $3,050.00. Funds to come for Contingency Fund - an emergency is declared. (Recorded in minutes in full)

Office supplies	$2,200.00
Uniforms	250.00
Property and Equip.	600.00

Constable Pring request amendment to 1985 budget.

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RESOLUTION APPROVING AGREEMENT BY
FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
TO ISSUE BONDS FOR
ELLER HOLDING COMPANY, INC.

THE STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, the Board of Directors (the "Board") of the Fort Bend County Industrial Development Corporation has, by a Resolution Concerning Issuance of Bonds to Finance a Project for Eller Holding Company, Inc., adopted March 28, 1985 (the "Resolution"), agreed and declared its intent to issue its limited obligation revenue bonds pursuant to the terms of the Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Civil Statutes, as amended (the "Act") and such other statutes as may provide authority therefor, to finance the costs of the project and in the amount set forth in the Resolution for the benefit of Eller Holding Company, Inc., a Texas corporation; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas finds and declares that the action of the Board approving the Resolution should be approved and is in the best interests of the inhabitants of Fort Bend County, Texas for the reasons therein set forth;

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

Section 1: The Resolution, as adopted by the Board, agreeing and declaring its intent to issue limited obligation revenue bonds for the purposes and in the amount set forth in the Resolution is hereby approved.

Section 2: This Resolution is adopted for the purpose of satisfying the conditions and requirements of the Act and section 103 of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder.

* * *

RESOLUTION CONCERNING ISSUANCE OF BONDS
TO FINANCE A PROJECT FOR
ELLER HOLDING COMPANY, INC.

WHEREAS, Pursuant to the Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Civil Statutes, as amended (the "Act"), the Fort Bend County Industrial Development Corporation, a nonprofit corporation (the "Issuer"), has been duly created and approved by Fort Bend County, Texas (the "Unit").

WHEREAS, the Issuer, on behalf of the Unit is empowered to finance the cost of projects to promote and develop industrial and manufacturing enterprises to promote and encourage employment, the public health, and the public welfare by the issuance of obligations of the Issuer, which projects will be inside the Unit's boundaries.

WHEREAS, Eller Holding Company, Inc. (the "User") has filed an application which is attached hereto as Exhibit "A" and made a part hereof for all purposes (the "Application") requesting that the Issuer finance a project described in the Application (the "Project") within the boundaries of the Unit and further that the Issuer adopt this Resolution with respect to the acquisition, construction, and installation of the Project;

WHEREAS, the User has advised the Issuer that a contributing factor which would further induce the Issuer to proceed with providing for the acquisition and construction of the Project would be a commitment and agreement by the Issuer to issue industrial development revenue bonds pursuant to the Act (the "Bonds") to finance and pay for the Project;

WHEREAS, in view of rising construction costs and the necessity of compliance with administrative regulations, it is considered essential that construction of the Project be completed at the earliest practicable date but, at the same time, the User wishes to begin construction of the Project after satisfactory assurances from the Issuer that the proceeds of the sale of the Bonds, or other obligations, of the Issuer in an amount necessary to pay the costs of the Project will be made available to finance the Project;

WHEREAS, the Issuer finds, intends, and declares that this Resolution shall constitute its official binding commitment, subject to the terms hereof, to issue Bonds, or other obligations, pursuant to the Act in an amount prescribed by the User now contemplated to be $7,500,000 (but not to exceed

$10,000,000 in any event) and to expend the proceeds thereof to acquire, construct, and install the Project and to pay all expenses and costs of the Issuer in connection with the issuance of the Bonds; and

WHEREAS, the Issuer finds, considers, and declares that the issuance and sale of the Bonds in the amount and for the purpose hereinabove set forth will be appropriate and consistent with the objectives of the Act, and that the adoption of this Resolution is and constitutes and is intended as (i) an inducement to the Issuer to proceed with providing for the acquisition and construction of the Project and (ii) the taking of affirmative official action by the Issuer, acting by and through its Board of Directors, towards the issuance of the Bonds within the meaning of federal income tax law with respect to interest on the Bonds to finance certain facilities to be financed by the issuance of exempt small issue bonds or exempt facilities, including Treas. Reg. §1.103-8(a)(5);

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION THAT:

Section 1. Subject to the terms hereof, the Issuer agrees that it will:

(a) Issue the Bonds, and if the User and the Issuer agree, other evidences of indebtedness providing temporary financing of the Project which will be issued after the date hereof and be refunded by the Bonds pursuant to the Act, or any other Texas legislation heretofore or hereafter enacted which may provide a suitable method of financing in addition to or in substitution for the Act.

(b) Cooperate with the User with respect to the issuance of the Bonds, and, if arrangements therefor satisfactory to the User and the Issuer can be made, the Issuer will take such action and authorize the execution of such documents and will take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary or desirable by the User or the Issuer in connection with the issuance of the Bonds, which contracts or documents shall include a letter of credit or other guarantee acceptable to the Issuer (collectively, the "Contracts"), providing among other things for payment of the principal of, interest on, redemption premiums, paying agents' charges, and Trustee's fees, if any, on the Bonds; payment of fees and charges of the Issuer and the Unit; acquisition, construction, and improvement of the Project; payment of fines and penalties; and use, operation, and maintenance of the Project (and the

execution of any appropriate and necessary guaranty agreements), all as shall be authorized, required, or permitted by law and as shall be mutually satisfactory to the Issuer, the Unit, and the User.

(c) If the proceeds from the sale of the Bonds are insufficient, take such actions and execute such documents as may be necessary to permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether on a parity with other series of bonds or otherwise, for the purpose of paying the costs of completing the acquisition, construction, and installation of the Project, as requested by the User and within then applicable limitations.

(d) Take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

The Bonds shall specifically provide that neither the State of Texas, the Unit, nor any political issuer, subdivision, or agency of the State of Texas shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the State of Texas, the Unit, or any political issuer, subdivision, or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

Section 2. It is understood by the Issuer and the Unit, and the User has represented to the Issuer, that in consideration of this Resolution and by filing the Application, and subject to the terms and conditions hereof, the User has agreed that:

(a) Prior to or contemporaneously with the sale of the Bonds in one or more series or issues from time to time as the Issuer and the User shall hereafter agree to in writing, the User will enter into the Contracts with the Issuer under the terms of which the User will obligate itself to pay to the Issuer (or to a Trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on, redemption premiums, paying agents' fees, and Trustee's fees, if any, on the Bonds, as and when the same become due and payable, with such contract to contain the provisions described in Section 1 hereof and such other provisions as may be required or permitted by law and to be mutually acceptable to the Issuer and the User.

(b) The User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (2) at all times, indemnify and hold harmless the

Issuer and the Unit against all losses, costs, damages, expenses, and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including, but not limited to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result from, arise out of or relate to, or are asserted to have resulted from, arisen out of or related to, in whole or in part, one or more negligent acts or omissions of the Issuer or the Unit or any of the officers, employees, agents, servants or any other party acting for or on behalf of the Issuer or the Unit. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including, but not limited to, persons employed by the Issuer, the Unit, the User or any other person and all property owned or claimed by the Issuer, the Unit, the User, any affiliate of the User or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Issuer or the Unit or to which the Issuer or the Unit is a party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof. The obligations of the User shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement to Issue Bonds, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement to Issue Bonds or thereafter. Neither the Issuer nor the Unit shall be liable to the User for, and the User hereby releases each of them from, all liability to the User for any injuries, damages or destruction to all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, even if such injuries, damages or destruction directly or indirectly result from, arise out of or relate to, in whole or in part, one or more negligent acts or omissions of the Issuer or the Unit or any of the officers, employees, agents, servants or any other party acting for or on behalf of the Issuer or the Unit. The Issuer and the Unit, as appropriate, shall reimburse the User

for payments made by the User to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the Loss sustained. The Issuer and the Unit shall have the duty to claim any such insurance proceeds and the Issuer and the Unit, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought against the Issuer or the Unit, in respect of which indemnity may be sought against the User, the indemnified party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the indemnified party unless the employment of such counsel shall be paid by the indemnified party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff of any such action, the User agrees to indemnify and hold harmless the Issuer and the Unit from and against any Loss by reason of such settlement or judgment. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Section 3. It is understood by the Issuer that all commitments of the Issuer and the User with respect to the Project and the Bonds are subject to the condition that the Bonds shall have been issued no later than December 31, 1986, or such other date as shall be mutually satisfactory to the Issuer and the User.

Section 4. The User may, without the consent of the Issuer, transfer or assign this Agreement or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Issuer, relieve the User of its liability for payment of Project costs or indemnification under Section 2 hereof.

Section 5. The adoption of this Resolution, as requested in the Application, shall be deemed to constitute the acceptance of the User's proposal that it be further induced to proceed with providing the Project and the Application and this Resolution shall constitute an agreement between the Issuer and

the User effective on the date that this Resolution is adopted, and this Resolution is affirmative of official action taken by the Issuer towards the issuance of the Bonds.

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RESOLUTION

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THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS ADOPTED THE FOLLOWING RESOLUTION:

WHEREAS, House Bill 2231 introduced by Shea contemplates the consolidation of tax collections.

WHEREAS, House Bill 2231 excludes the County from voting privilege as to the consolidation of collections.

WHEREAS, House Bill 2231 provides for a vote excluding the County who pays a large portion of the cost of the operation of the Appraisal District.

WHEREAS, we believe that the most desirable way to centralize collections would be by a vote of the public.

WHEREAS, the Commissioners Court of Fort Bend County, supports the consolidation of collections, but they do not believe that House Bill 2231 gives adequate representation to the County Government who pays a major part of the cost of the operation of the Appraisal District.

WHEREAS, it appears that the County might be excluded and the fact that the County does pay a large part of the operation of the Appraisal District, makes this bill not in the best interests of County Government.

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Fort Bend County goes on record as opposing this bill for the reasons outlined above, keeping in mind that the Court does support the principle of the consolidation of collections, but not the method as outlined in this legislation.

BE IT RESOLVED, that a copy of this Resolution be presented to the Fort Bend County Delegation expressing its objection to the passage of House Bill 2231.

FURTHER BE IT RESOLVED, that a copy of this Resolution be presented to all members of the Legislature.

PASSED AND APPROVED this 8th day of APRIL, 1985.

FORT BEND COUNTY COMMISSIONERS COURT

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

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

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AS PER ORIGINAL

TEXAS LEGISLATIVE SERVICE
3/8/85
Filed by Shea

HB 2231

A BILL TO BE ENTITLED

60- 8--395

AN ACT

relating to a choice of assessor and collector.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1: Chapter 6,Tax Code, is amended by adding Section 6.265 to read as follows:

Section 6.265. CONSOLIDATION OF ASSESSING AND COLLECTING FUNCTIONS. (a) A consolidated collector is established in each county.

(b) The governing bodies of all taxing units participating in the appraisal district other than the county shall vote to designate the appraisal district, the county or a school district or city within the appraisal district as the consolidated collector.

(c) If the appraisal district or a school district or city within the appraisal district is designated as the consolidated collector, a taxing unit may choose to have its ad valorem taxes collected by either the county or the consolidated collector which shall assess and collect the taxes for the taxing unit. If the county is designated as the consolidated collector, it must assess and collect ad valorem taxes for all taxing units in the appraisal district. A county may collect its own taxes or may have its taxes collected by the consolidated collector.

(d) The voting entitlement of a taxing unit that is entitled to vote to designate a consolidated collector is determined by dividing the total dollar amount of property taxes imposed by the

taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed for that year by each taxing unit that is entitled to vote by multiplying the quotient by 1,000 and by rounding the product to the nearest whole number.

(e) The county or consolidated collector is entitled to receive from each taxing unit for which it collects reasonable compensation which may not exceed actual costs incurred for assessing and collecting taxes for that taxing unit pursuant to this section.

(f) A taxing unit with boundaries extending into two or more appraisal districts is entitled to vote in only one district and must participate in the district in which it voted.

(g) A change of designation of consolidated collector or a change in the choice of tax collector made pursuant to this section may not be made for two tax years subsequent to the year in which the designation or choice is made.

(h) A taxing unit entitled to vote may by resolution request an election to designate the consolidated collector. The resolution must be filed before April 1 preceding the year of the proposed designation. The county clerk shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to the presiding officer of the governing body of each unit of its voting entitlement before June 1. The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the county clerk before July 1. The county clerk shall count the votes, declare the taxing unit or entity with the largest number of votes the winner and submit the results to the governing body of each taxing unit in the district prior to July 15.

AS PER ORIGINAL

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0026 (i) A taxing unit shall make its choice of tax collector pursuant to this section prior to August 1.

(j) A city or school district may decide to continue to collect its own taxes. The city or the school district may by official action before August 1 order an election to determine whether the entity chosen under subsection (i) shall collect the unit's taxes or whether the unit shall continue to collect its own taxes. The election shall be held on the next uniform election date prescribed by the Texas Election Code. At the election the ballots shall be prepared to permit voting for or against the proposition: "Authorizing the [name of entity or office chosen under subsection (i)] to assess and collect property taxes for [name of city or school district, as applicable]". If a majority of the qualified voters voting on the question in the election favor the proposition the entity or office named by the ballot shall assess and collect the unit's property taxes beginning with the next time property taxes are assessed and collected that is more than 90 days after the date of the election. If a majority of the voters vote against the proposition, the city or school district shall continue to collect its own taxes. A selection of collector pursuant to this subsection remains in effect for two years.

(k) Nothing in this section shall supersede or invalidate a choice made or restrict the future right to make a choice pursuant to Section 6.26 of this Code.

SECTION 2. INITIAL CONSOLIDATION. The initial consolidation selection under this act shall occur during 1986 and apply to the 1987 tax year for all taxing units in appraisal districts with less

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than 400,000 parcels and accounts as reported by the State Property Tax Board's 1983 annual report. The initial [redacted] selection under this act shall occur during 1988 and apply [redacted] for all taxing units in appraisal districts with more than 400,000 [redacted] and accounts as reported by the State Property Tax Board's 1983 annual report.

SECTION 3. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended, and that this Act take effect and be in force from and after its passage, and it is so enacted.

Too involved to understand. Vote should be by public. Voting otherwise would not be representative of such an important matter.

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00660 AS PER ORIGINAL

The Commissioners Court of Harris County, Texas adopts the following Resolution:

WHEREAS House Bill 2231 introduced by Shea contemplates the consolidation of tax collections.

WHEREAS, House Bill 2231 excludes the County from voting privilege as to the consolidation of collections.

WHEREAS House Bill 2231 provides for a vote excluding the County who pays a large portion of the cost of the operation of theAppraisal District.

WHEREAS we believe that the most desirable way to centralize collections would be by a vote of the public.

WHEREAS the Commissioners Court of Harris County, supports the consolidation of collections, but they do not believe that House Bill 2231 gives adequate representation to the County Government who pays a major part of the cost of the operation of the Appraisal District.

THEREFORE BE IT RESOLVED that the Commissioners Court of Harris County goes on record as opposing this bill for the reasons outlined above, keeping in mind that the Court does support the principle of the consolidation of collections but not the method as outlined in this legislation.

WHEREAS, It appears that the County might be excluded and the fact that the County does pay a large part of the cost of the operation of the Appraisal District, makes this bill not in the best interest of County Government.

BE IT RESOLVED that a copy of this Resolution be presented to the Harris County Delegation expressing its objection to the passage of House Bill 2231.

FURTHER BE IT RESOLVED that a copy of this Resolution be presented to all members of the Legislature.

Jim Lindsay
County Judge

J. Francis Lee
Commissioner, Precinct 1

Jim Fontenot
Commissioner, Precinct 2

Roy Eckels
Commissioner, Precinct 3

Commissioner, Precinct 4

ATTEST:

Anita Rodeheaver, County Clerk and Ex-Officio Clerk of Commissioners Court of Harris County, Texas.

By Pamela E. Woods
Pamela E. Woods, Deputy.

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Richard Pring
Constable Precinct Four
Fort Bend County
1221 Eldridge Road
Sugar Land, Texas 77478
Phone- 242-4014

6 April 1985

Dear Commissioners,

As you are already aware of the Budget problems my office has been faced with, I will not go into great detail. I have discussed my budget problems with Commissioner Lutts and we could not make any transfers due to the fact that all remaining monies will be needed or have already been used. This is why at this time I am requesting that my budget be amended.

1. Office Supplies $2200
   a. Stamps $300
   b. Doc. Books $1050
   c. Stat., Envelopes $250
   d. Reports $200
   e. Civil Forms $200
   f. Misc. for next 9 months $200
2. Uniforms $250
   a. Allowance for one Deputy
3. Property and Equiptment $600
   a. Siren and Speaker for car $450
   b. Emergency lights $75
   c. Spot Light $75

Thank You,

Richard Pring

12. CONSIDER AND APPROVE STORING COUNTY CLERK'S MICROFILM OUTSIDE OF FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve storing County Clerk's master negative copy of microfilm to Safecorp, Inc. in Houston at a cost of $25.00 per month. (Recorded in minutes in full)

Dianne Wilson discussed the moving of county microfilm outside of Fort Bend County.

13. APPROVE CONTRACT WITH MANAGING BANK FOR COUNTY DEPOSITORIES AND ACCEPT LIST OF PARTICIPATING BANKS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept contract with Republic Bank of Richmond as managing bank for county and accept the following banks as participating banks for 1985-1987: (Recorded in minutes in full)

RepublicBank - Richmond
First City National Bank of Richmond
Sugar Creek National Bank
Rosenberg Bank and Trust
First National Bank of Rosenberg
Texas Capital Bank - Richmond
American National Bank of Stafford

Prudential-Bache Securities Denver, Co. - (This firm will be used to purchase T-Bills along with RepublicBank Richmond.)

Kathy Hynson request approval of a managing bank and participating banks for county funds.

14. REVIEW ROAD LOG UPDATE BY VAN SICKLE, MICKELSON & KLEIN:

Richard Liesse representing Van Sickle, Mickelson & Klein presented a county road update log for review. No court action taken.

15. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SIMONTON:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and The City of Simonton. (Recorded in minutes in full)

16. CONSIDER PROCEDURE FOR RETURNING BONDS ON STREETS ANNEXED BY A CITY:

Various procedures were discussed for returning bonds on streets annexed by a city. No court action taken.

17. ACCEPTS ROADS IN HERITAGE HEIGHTS ACRES SUBDIVISION; WILLOWVIEW DRIVE OFF PULTAR ROAD; AND HETTIE ROAD IN MYSKA MEADOWS SUBDIVISION INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accepts roads in Heritage Heights Acres Subdivision; Willowview Drive off Pultar Road; and Hettie Road in Myska Meadows Subdivison into the county road maintenance system in Precinct 1 totaling 1.3 miles. All subdivisions are unrecorded and all acreage has been sold.

00663

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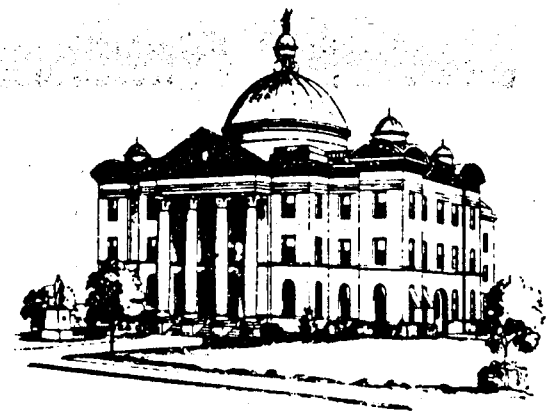
Office of
DIANNE WILSON
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

TO: Commissioners' Court

RE: Storage of County Clerk's Microfilm

According to Article 1941 (a) Sec 5 (d), VTCS a negative copy of each roll .. of microfilm shall be stored in a fireproof and burglarproof safe or locker outside of, and at a distance from, the courthouse.

Currently, I am storing the negative copy of each roll in the vault at Republic Bank - Richmond. However, due to the amount of film being stored, we are quickly using up available space.

It is my recommendation that all the film be removed from Republic Bank - Richmond and be placed in storage at:

Safecorp, Inc.
7020 Portwest #180
Houston, Texas 77024

Preston Weatherred III, President

This storage is located in NW Houston and meets the strictest archival standards set by the State of Texas.

I hereby request that Safecorp be allowed to store the county microfilm records and that the funds be paid from County Clerk's Fees and Services at a cost of $25.00 per month.

Sincerely,

Dianne

Dianne Wilson

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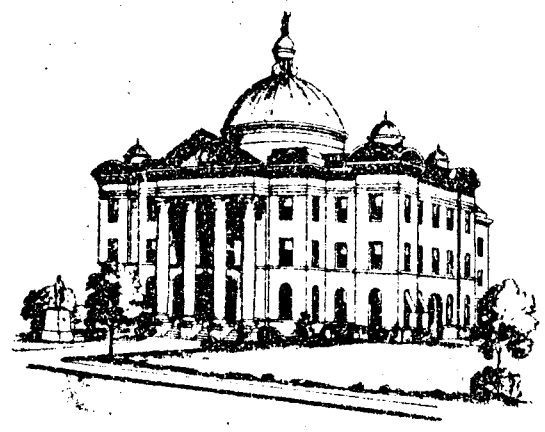
Office of
Kathy Hynson
County Treasurer



Courthouse Annex
Richmond, Texas 77469
(713) 342-3411

County of Fort Bend

April 8, 1985

MANAGING BANK ACCEPTANCE FOR YEARS 1985-1987 - RepublicBank Richmond Joe B. Bonham

PARTICIPATING BANKS ACCEPTANCE FOR YEARS 1985 - 1987

RepublicBank Richmond - Joe B. Bonham President
First City National Bank of Richmond - C. L. Berry President
Sugar Creek National Bank - Thomas E. Daniels President
Rosenberg Bank and Trust - Sam Adams President
First National Bank of Rosenberg - J. E. Junker President
Texas Capital Bank-Richmond - Bill W. Feemster President
American National Bank of Stafford - Carl L. Clemons President

Prudential-Bache Securities Denver, CO. - George Nielson Vice-President
(This firm will be used to purchase T-Bills along with RepublicBank Richmond.)

cc: D. Wilson

#13

00665

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DEPOSITORY BANK CONTRACT

APRIL 15, 1985 - APRIL 15, 1987

THE ATTACHED PROPOSAL FOR BANKING SERVICES IS ACCEPTED AS PROPOSED BY REPUBLICBANK RICHMOND WITH THE FOLLOWING ADDITIONS:

EXHIBIT "A" LOCKBOX REQUIREMENTS

EXHIBIT "B" SPECIFICATIONS AS PER DATA PROCESSING INSTRUCTIONS

EXHIBIT "C" REPUBLICBANK LOCKBOX SERVICES AND CHARGES

EXHIBIT "D" LIABILITY ON PAYMENT OF CHARGES FOR COUNTY CHECKS

Joe B Bonham III
REPUBLICBANK RICHMOND PRESIDENT JOE B. BONHAM

3-29-85
DATE

Jodie E. Stavinoha
FORT BEND COUNTY JUDGE JODIE E. STAVINOHA

3/29/85
DATE

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RepublicBank
Richmond

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February 11, 1985

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

Dear Judge Stavinoha:

Attached is RepublicBank Richmond's Proposal for serving as Managing Bank for the County of Fort Bend, and as Participating Financial Institution for the Biennium 1985-1987.

We have enjoyed our working relationship with the employees and elected officials of Fort Bend County and look forward to serving the County in the years ahead.

Sincerely,

Joe B Bonham III

Joe B. Bonham, III
President

Enclosure

Banking Service Requirements

1. Appropriate laws, regulations and administrative requirements necessitates the creation of eleven bank accounts. Each of the accounts shall be a collection and disbursement account into which all revenues pertaining to such account are deposited, and all disbursements for any authorized purpose, including investment transactions, are made. A description of these accounts is presented in Appendix I. The County requires a system for grouping such accounts for investment purposes. While the County requires that individual account integrity of each of the eleven accounts be maintained, this should not preclude the temporary pooling of balances in the accounts in the following ways:

   - County Directed Investment Activity. Where appropriate the County may invest excess balances in such account in accordance with applicable state and federal laws and the County's Depository Pledge Agreement(s). Local investments will be considered if the rate is competitive.*

   - Automatic Overnight Investment Facility. Remaining funds in all accounts will be pooled and automatically invested on an overnight and week-end basis. The bank will allocate the pro-rata share of total interest to each account based on each account's investable balance.

2. Normal demand deposit account services shall be provided in the name of Fort Bend County for each of the accounts defined in Appendix I, to include the following:

   - Credit all deposits to such accounts and give special treatment large federal and state checks, letters of credit, and wire transfers when known and/or upon request.

   - FBC would like a breakdown on float given to checks deposited. Time for credit given to FBC not to exceed two working days.*

   - Payment of properly drawn checks against accounts.

   *. Provide checks and deposit slips printed to the County's specifications.

   - Monthly account statements will be provided with all corresponding checks, debit and credit memos, etc. This statement shall indicate the number of checks, drafts, deposits and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based; such statement shall be provided within five working days after calendar month-end.*

* Please refer to Addendum #1 to RFP, attached, item 1.

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3. Specific Services

(Please note: Make whatever changes your bank feels are necessary relative to the following items regarding services, accounts, volumes, types of fees, etc., to make them consistent with your approach to the County's banking services.)

	Estimated Monthly Volume		Unit Price	Total for all Accounts
a. Account Maintenance				
Account Maintenance Fee, per Account	11		12.00	132.00
b. Collection Service				
. Deposit Items Posted	20,000		.07	1,400.00
. Deposits Posted Directly	200		.35	70.00
. Wire Transfers	10-20	IN OUT	4.50 6.00	120.00
. Other Charges:				
Returned Items	75		1.50	112.50
c. Disbursement Services				
. Checks Posted	3,000		.10	300.00
. Debits Posted	40		.10	4.00
. Other charges:				
None				
Total Charges				$2,138.50

d. Account Reconciliation -- See Addendum #2 to RFP, attached

The County requires a monthly bank account reconciliation plan for Account A (see Appendix I). The County will provide a magnetic tape of checks issued, and will require at a minimum a paid check listing and a list of outstanding checks. Please describe the reconciliation service that will be provided. Such reconciliation will be furnished within 10 work days after the last day of the month.

Please indicate whether the batch item number can be captured on the paid tape furnished to the County.

Yes X No

See Addendum #2, RFP, attached

	Estimated Monthly Volume	Unit Price	Total for all Accounts
• Account Reconciliations, per Account	1		
• Paid Checks Tapes, per Account	1		
• Check Sort Account (checks)	11		
• Other Charges:			
_____	___		
_____	___		

e. Other Services as Required

• Coin and Currency	___	No Charge	
• Automatic Overnight Investments per Workday	___	No Charge	

f. Account Analyses

The County requests a monthly account analysis for each collection / disbursement account, plus a summary analysis of all the accounts. The analysis should list all services, charges (per unit and total amounts) and activity volumes.

• Account Analysis	11*	10.00	110.00

* Eleven collection/disbursement accounts plus summary analysis

g. Additional Charges

Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services (other than loans)? If so, please describe and indicate the fee per unit.

Service			
None			

TOTAL (Average monthly charges for all services) $ - 0 -

4. Payment For Services

The County may elect to pay for services either by direct fee payment or by compensating balance.

a. Direct Fee

It may be the County's request that the bank bill and accept direct payment for services at the unit prices indicated in the previous sections. Please indicate whether the banks will accept this method of payment.

YES X NO _____

Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services? If so, please describe and indicate the fee per unit.

Charge	Fee/Unit
None	
Total for additional charges	$

b. Compensating Balance

In lieu of direct payment the County may request that a compensating balance be maintained at the managing Bank within the control account only to cover services. The level of compensating balance will be determined as a result of:

a. Services required (per bid)

b. Service prices (per bid)

c. Monthly activity (actual)

d. Collected balances (actual)

e. Legally required reserves (actual)

f. Earnings allowance rate (per bid)

Please specify calculation of the earnings allowance rate.

The formula for computing the earnings credit is as follows:

EXAMPLE

Collected bank balance (control account)		$1,000,000
(Less reserves required - 12% presumed)	-	120,000
		880,000
x Earnings allowance (assume 91 day T-Bill rate)	x	8.25%
Annual Earnings Credit		72,600
	Divided by	12
Total earnings credit for the month		$ 6,050

Please specify bank's calculation:
Earnings Allowance Formula: Average Effective Federal Funds Rate as reported daily by the New York Federal Reserve Branch, less ½%. A monthly average will be used. Please see Addendum #3 to RFP which shows that historically, the Effective Federal Funds Rate has a higher yield than the 91-day Treasury Bill Rate.

5. Short - Term Financing Please see Addendum #1 to RFP, item 2.

The County may require short-term financing during this contract. The Managing Bank proposes to make such loans as needed, at the following rate:

VARIABLE RATE OF * % OF PRIME

Interest on loans will be calculated on a 360-day basis.*

* Please see Addendum #1 to RFP, item 2.

6. Investment Services

a. The County believes that current laws authorize the investment of funds in the following instruments:

- Time Deposits, (non-negotiable certificates of deposit) issued by commercial banks in the State of Texas, for which said banks have pledged collateral (in accordance with Article 2547a,b,c, Vernon's Civil Statutes, as amended) in an amount equal to the total public funds on deposit (both time and demand).

- Direct debt securities of the United States Article 2549, Vernon's Civil Statutes, as amended). Direct debt securities are defined as U. S. Treasury Bills, Notes or Bonds.

- Repurchase agreements through which U. S. Treasury Bills, Notes or Bonds have been purchased by the County (and which will be resold by the County to the issuer at a mutually defined term).

b. Local investments will be considered if the rate is competitive with the yield of U. S. Treasury securities.*

c. In accordance with the increase and decrease of County deposits (time/demand), an equal amount of eligible securities (market value) must be pledged. The County would prefer securities to be direct from the Federal Reserve and pledged to Fort Bend County.*

d. The Managing Bank agrees to maintain an investment portfolio of U. S. Government Obligations in its safekeeping department at a level sufficient to provide overnight investment services to the County.

At the end of each day's revenue and disbursement activities in each of the accounts listed in Appendix I, all collected balances in collection/disbursement accounts will be consolidated into the Control Account for purposes of investment, either overnight or on a week-end basis. The Bank will automatically purchase on behalf of the County, from the Bank's portfolio, U. S. Treasury obligations in an amount (market value) equal to the collected balance in the Control Account, less the amount of the compensating balance, if required. A safekeeping receipt which itemizes the securities purchased will be executed in the County's name. The County will agree to resell said securities to the Bank on the next business day, at a price which will recover for the County the amount of its investment, plus a yield calculated as specified below. The proceeds of such investment will be automatically placed in the Control Account at the beginning of the next day and be immediately available for disbursement or subsequent investment. The Bank will credit interest earned to the appropriate account in proportion to each of the account balances invested.

There will be no balances remaining at the end of the business day in any of the individual accounts (excluding the Control Account), as a result of the automatic process.

Can your bank provide for such automatic overnight investments?

YES_____ NO * Please see Addendum #1 to RFP, item 3

Please specify the interest rate to be paid on overnight investment of balances: (Describe proposed rate calculations including basis for determing balance to be invested, and whether interest is calculated on a 360 or 365 day basis).

EXAMPLE:

Interest will be calculated and paid or credited daily, as follows:

$3,000,000 average daily collected balances (all accounts)

x .10 average federal funds rate less 50 basis points.

$ 300,000

360 days (divided by)

$ 833 interest earned for the day

Bank's calculations:
Interest will be calculated and paid daily, 365-day basis, in collected balances on all accounts, at the Average Effective Federal Funds Rate as reported daily by the New York Federal Reserve Branch, less .97%.

Please see Addendum #3 to RFP which shows that historically, the Effective Federal Funds Rate has yielded higher than the 91-day Treasury Bill Rate.

7. Fort Bend County would like included in the bidding a lock box plan for our tax department. List of services that we would like covered are listed below:

LOCKBOX REQUIREMENTS

Sorting and opening of mail;

Removing contents and verifying checks for accuracy;

Generating two photocopies of checks;

Preparing two balancing tapes;
Preparing deposit ticket in triplicate to accompany two photocopies of each check and detail.

All checks made to an acceptable payee will be sorted and deposited in MATCHING and NONMATCHING batches not to exceed fifty (50) items per batch:

MATCHING - check amount equals invoice amount. These batches will be data keyed.

NONMATCHING - check amount does not equal invoice amount and/or additional information has been enclosed or indicated on tax statement (i.e. address change). These batches will not be part of the data transmission going to Fort Bend County.

One adding machine tape to accompany duplicate deposit ticket and check photocopy stapled to detail; second adding machine tape to accompany triplicate deposit and additional check photocopy.

Packaged detail, to the attention of Fort Bend County Tax-Assessor Collector, will be sent courier to Fort Bend County Courthouse.

Data Transmission of Lockbox items will accommodate Marsha P. Gaines's specifications.

We would like a breakdown of charges for these services and Fort Bend County reserves the right to charge back to managing bank any documented errors that is the fault of the managing bank;* (1)

* For Item 7, see Addendum #4 to RFP, attached.

(1) In reference to charge back of documented errors which were the fault of the Managing Bank, RepublicBank Richmond will credit the County of Fort Bend for documented errors which are the fault of the bank, at the rate these items were charged to the County.

SECTION II - PARTICIPATING FINANCIAL INSTITUTIONS

INVESTMENTS

County funds may be invested in time deposits (non-negotiable certificates of deposit) issued by commercial banks in the State of Texas, for which said banks have pledged collateral in accordance with Article 2547 a,b,c, Vernon's Civil Statutes, as amended.

METHOD OF INVESTMENT

After determining its investment requirements, the County may solicit time deposit rates from participating banks (plus the Managing Bank). Time deposits will be placed with the bank offering the highest rate. Funds in the amount of the time deposit will be wired from the Managing Bank to the Participating Bank on the issue date of the time deposit. Funds in the amount of the deposit, plus the interest earned, will be wired back to the Managing Bank on the maturity date of the time deposit.

COLLATERAL

Collateral (market value) equal to County time deposits must be pledged by each Participating Bank. Additional collateral may be pledged in advance or collateral may be pledged on the date of deposit. In either case, a depository safekeeping receipt (preferably Federal Reserve safekeeping receipts) evidencing the pledged securities is required to be in the County's hands on the date of a deposit. Participating Banks may withdraw collateral when the market value of pledged securities exceeds the amount of deposits, provided that collateral must be increased when market value is less than deposits. The right of substitution of securities shall be granted to the Managing or Participating Banks, provided the securities substituted meet with the requirements of the law, and are approved by the Commissioner's Court.

If a bank wishes to become a Participating Bank, a Letter of intent must be submitted and approved.

NOTE: RepublicBank Richmond, if awarded the contract as Managing Bank, desires the right of first refusal on all non-negotiable Certificates of Deposit issued by commercial banks in which the County may invest their funds from time to time.

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APPLICATION FOR MANAGING BANK

The paid up capital stock of the Bank if $ 300,000.00, and the permanent surplus of the Bank is $ 820,000.00.

A certified check for $ 205,000 (½ of 1% of 1984's unaudited revenue and ½ of 1% of the average daily balances of the clerks) made payable to Fort Bend County accompanies this bid and is tendered under the terms of the law (Article 2545, V.T.C.S.) and of these specifications. Patrick T. Shelbourne or Frank Miculek is hereby authorized to receipt for said check upon return.

RepublicBank Richmond
(Bidding Bank)

By: Joe B Bonham III
President
Joe B. Bonham, III

Following is to be signed when certified check is returned:

Received certified check for $ 206,000.00 for _____

RepublicBank Richmond (Bank)

Date: 3/29/85 By: Joe B Bonham III

ACCOUNT A

Appendix I

General operating account of Fort Bend County. All county funds that are used for the everyday business of the County. Average of 2,500 checks written per month. Deposits will vary according to the time of the year, more deposits being made during the peak tax season. Average of 20 deposits per month.

ACCOUNT B

All monies collected by elected officials for fines and fees. A holding account of the County Auditor. Average of 40 deposits per month with 4,500 items. Average monthly balance of 300,000.00. Average of 200 checks written monthly.

ACCOUNT C

District Clerk Trust Fund account set up by law for the purpose of holding monies in trust on court cases. Deposits and withdrawals are governed by the courts. Average amount in account 200,000.00.

ACCOUNT D

County Clerk Trust Fund account set up by law for the purpose of holding monies in trust on court cases. Deposits and withdrawals are governed by the courts. Average amount in account 100,000.00.

ACCOUNT E

Fort Bend County payroll account. Clearing account. Average of 700 checks written per payroll period with 26 periods per year. Also having 26 deposits per year.

ACCOUNT F

Tax Assessor/Collector Tax account. Average of 20 deposits per month with as much as 500 checks written per month. Account that lockbox is transferred into.

ACCOUNT G

Tax Assessor/Collector highway account. Average of 20 deposits per month and an average of 20 checks written per month. The deposits listed above will average 8000 items.

ACCOUNT H

Tax Assessor/Collector highway refund account. Average of 20 deposits per month with average of 100 checks written.

ACCOUNT I

Tax Assessor/Collector beer and liquor. Average of 15 deposits and 5 checks written per month.

ACCOUNTS J AND K are not opened at the present time but will probably be opened after new Tax Assessor/Collector has been in office.

RepublicBank Richmond
Depository Contract Bid
Biennium 1985-1987
February 11, 1985

The following is presented as a response to Section I of the Request for Proposal dated January 17, 1985, from the County of Fort Bend:

1. In response to Section I, 2., RepublicBank Richmond proposes to provide deposit slips printed to the County's specifications at no charge. The County will reimburse the bank for the cost of checks. The bank will assist the County in the ordering of checks and deposit slips.

2. In response to Section I, 5., Short-Term Financing:

   RepublicBank Richmond will make short-term financing available to Fort Bend County when the request complies with all applicable laws and RepublicBank Corporation loan policies.

   The rate of interest on such loans will be 70% of RepublicBank Houston Prime Floating. If applicable tax laws should change, Fort Bend County and RepublicBank Richmond shall negotiate a rate which will leave both parties in substantially the same place as the above bid.

3. In response to Section I, 6.d., funds on deposit at RepublicBank Richmond in accounts listed in appendix 1 of the Request for Proposal will not leave the accounts, but will automatically be paid interest daily. This will eliminate the need for prorating of interest daily, and will reduce the County's time in monitoring the accounts.

Fort Bend County 1985-1987

- Account Reconciliation Proposal -

RepublicBank's "Full" Account Reconciliation Service will provide a complete reconciliation of Fort Bend County's activities to your bank statement. Fort Bend will supply RepublicBank Houston with a 1600 or 6250 BPI magnetic tape. The tape should consist of a complete check register for each item issued during the reconciliation period. In return, Fort Bend will receive fine sorted checks, a bank statement, a written reconciliation statement and a computerized reconciliation report displaying the check number, amount, date paid or issued, and current status of all items. As an option, RepublicBank can produce a magnetic paid tape with the batch number.

The "Full" Account Reconciliation is available within ten (10) business days following the statement cut-off or receipt of the issue tape, whichever comes last.

Pricing is as follows:

	ESTIMATED MONTHLY VOLUME	UNIT PRICE	TOTAL
Full Account Reconciliation	2,500 checks (1 account)	$ 0.08/item ($50.00 min.)	$200.00
Paid Checks Tape	1 account	$25.00/tape	$ 25.00
*Check Fine Sorting	11 accounts	$ 0.03/item ($25.00 min. per account)	$275.00
		ESTIMATED MONTHLY RECONCILIATION FEE	$500.00

*Fine Sorting checks in serial number order for the Full ARP account is included in the price. Fine sorting for accounts not on another account reconciliation service will cost $0.03/item with a $25.00 minimum charge per account.

SHORT-TERM INTEREST RATES

ANNUAL AVERAGES

1965-1984

YEAR	FED FUNDS	Secondary Rate 91-DAY T-BILL	FED FUNDS LESS 91-DAY T-BILL
1965	4.07	3.95	0.12
1966	5.10	4.85	0.25
1967	4.22	4.30	(0.08)
1968	5.66	5.33	0.33
1969	8.21	6.66	1.55
1970	7.18	6.39	0.79
1971	4.66	4.33	0.33
1972	4.43	4.07	0.36
1973	8.73	7.03	1.70
1974	10.50	7.83	2.67
1975	5.82	5.78	0.04
1976	5.05	4.97	0.08
1977	5.54	5.27	0.27
1978	7.93	7.19	0.74
1979	11.19	10.07	1.12
1980	13.36	11.43	1.93
1081	16.38	14.03	2.35
1982	12.26	10.61	1.65
1983	9:09	8.61	.48
1984	10.23	9.52	.71

SOURCE: Federal Reserve Bulletin
Federal Reserve Bank
Washington, D. C.

2/8/83/GTR/cl

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR-COLLECTOR

- Lockbox Proposal -

The pricing of Fort Bend County's Lockbox System is based upon annual volume estimates of 75,000 tax statements requiring data entry and 50,000 checks for processing and deposit:

LOCKBOX SERVICE	ESTIMATED ANNUAL VOLUME	UNIT PRICE	ANNUAL FEE
Lockbox Maintenance	12	$75.00	$ 900.00
Lockbox Item Fee	50,000	0.36	18,000.00
Additional Lockbox Photocopy	50,000	0.06	3,000.00
Data Transmission:			
Lockbox Items	75,000	0.35	26,250.00
Batch Headers	1,500	0.35	525.00
Balance Reporting:			
Current-Day Maintenance	12	50.00	600.00
Current-Day Descriptors	48	6.00	288.00
Balance Reporting Descriptors	12	6.00	72.00
Transaction Reporting Maintenance	12	50.00	600.00
Transaction Reporting Descriptors	300	0.15	45.00
Items Deposited:			
Tier A	30,000	0.055	1,650.00
Tier B	7,500	0.068	510.00
Tier C	5,000	0.072	360.00
Tier D	7,500	0.093	697.50
Credits Posted	1,000	0.35	350.00
Account Maintenance	12	10.00	120.00
Zero Balance Transfers	252	1.00 added	252.00
ESTIMATED ANNUAL FEE			$54,219.50
ESTIMATED AVERAGE MONTHLY FEE			4,518.29

E X H I B I T "A"

LOCKBOX REQUIREMENTS Attached to and made part of the RepublicBank Contract

Sorting and opening of mail. Removing contents and verifying checks for accuracy. Generating two photocopies of checks. Preparing two balancing tapes. Preparing deposit ticket in triplicate to accompany two photocopies of each check and detail.

All checks made to an acceptable payee will be sorted and deposited in MATCHING and NONMATCHING batches not to exceed fifty items per batch:

MATCHING - check amount equals invoice amount. These batches will be data keyed.

NONMATCHING - check amount does not equal invoice amount.

One adding machine tape to accompany duplicate deposit ticket and check photocopy stapled to detail; second adding machine tape to accompany triplicate deposit and additional check photocopy.

Packaged detail, to the attention of: Fort Bend County Tax Assessor-Collector.

Data transmission of Lockbox items will accommodate Marsha P. Gaines written specifications as per Data Processing instructions attached and made part of this contract as EXHIBIT "B".

Also Attached is Exhibit "C" RepublicBank lockbox services and charges.

For the correction of an error it was determined that a two day delay on returned tapes would be reasonable, and that there will not be an extra charge for reruns. It will be the responsibility of a representative of both the bank and the County to determine the system in error. After determination of the system in error and the length of time taken to correct the error, if at fault, RepublicBank Richmond will credit Fort Bend County's account with the penalty payment of $100.00 per day. If both parties are unable to come to an agreement then an independent expert agreed upon by both parties will be called in for an opinion. The expenses for the independent expert will be borne by the party in error.

In the event that the performance by RepublicBank of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then he shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

00684

FORT BEND COUNTY DATA PROCESSING

LOCKBOX REQUIREMENTS AND STANDARDS

In order for our department to continue processing lockbox tapes in the manner to which we are accustomed, the following guidelines must be adopted.

I. Mode of data transmission

A. Data must be transmitted via magnetic tape; tape must be:

1. EBCDIC format

2. 6400 BPI

3. Standard unlabeled tape

II. Record Formats

A. All records must be 128 characters in length (1 record per block)

B. Records must adhere to the attached record layouts

C. All records must contain a "record type" in the first position which has the following meaning:

Record type	Meaning
1	Header record
6	Detail tax information
4	Detail overflow information
5	Name/address information (only used if payor is different from land owner)
5A	Detail tax information (used with "5" only)
7	Batch total record
9	End of tape record

Record formats cont...

D. Every tape must have records 1, 7, & 9 with records 6,4,5 and 5A being used as needed

III. Keying Instructions

A. Follow instructions carefully as outlined in the "field contents" column of the record layouts (where numeric is specified, data must be numeric, etc.)

B. Instructions for specific types of fields

1. Owner name, payor name, addresses, city/state

a. enough space allocated per field as outlined in record layouts

b. left justify data

c. blank fill remainder of field

2. Dollar amounts (tax amounts)

a. if the length specified is "9", for example, the format would be "9999999V99"

b. right justify data

c. zero fill

3. Check number, batch number, item number, number checks

a. field is all numeric

b. right justify

c. zero fill

4. Receipt number

a. first character is an alphabetic code which appears in the left hand side of the receipt number "box" on the statement (It must be a "C", "D", "S", "T" or "O")

b. last eight characters are numeric and must be right justified and zero filled

Keying Instructions cont...

5. All Dates

   a. six characters

   b. MMDDYY format, where MM = month, DD = day, and YY = year

   c. all numeric

   d. zero fill each part of the date (example: if month is January, "01" should be entered in the "MM" field of the date

6. Tax number (account number)

   a. Key only the alphanumeric data found in the "account number" box of the statement (do <u>not</u> key hyphens or periods)

   b. account number consists of six parts as follows:

1.	roll code	1 char.
2.	school code	3 char.
3.	abstract number	4 char.
4.	section number	2 char.
5.	block number	3 char.
6.	tract number	4 char.

* each "part" should be filled however, if a blank space occurs on the statement, key the blank space (Example: if the account number was "M.T21- 462-01-263-1234", the following would be keyed: "MT21 462012631234".

IV. General Information

   A. No more than 50 checks (items) per batch

   B. Use a record "4" only when a person pays for more than one tax statement with the same check <u>(must</u> follow a "6" record)

   C. Use record "5" if the person paying the taxes is different from the land owner (includes mortgage companies)

General Information cont...

D. Use record "5A" after a "5" record or after another "5A" which was preceded by a "5" record

E. If a person/company pays for more than 5000 accounts with the same check or multiple checks, separate the accounts after number 5000 to a separate batch

RECORD ONE
LOCKBOX HEADER

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
1	1	Record Type	Always numeric character "1".
2	6	Date Lockbox Data Was Keyed	Input date in MMDDYY format.
8	6	Lockbox Number	Numeric lockbox number

° Identification Record Only.

° This will be the first record keyed each day.

RECORD SIX
DETAIL TAX INFORMATION

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
1	1	Record Type	Always numeric character "6".
2	3	Batch Number	Unique number for this group of checks and tax statements.
5	2	Item Number	The number of this check within the batch, should be 1 thru 50
7	17	Tax Number	From upper right portion of tax statement in the "Account Number" box.
24	9	Tax Amount	Dollar amount of tax from the lower right portion of the tax statement in the "Tax Amount" box.
33	9	Tax Receipt	Number in upper right portion of tax statement in the "Receipt No." box.
42	2	Tax Year	Number in lower left portion of tax statement in the "Tax Year" box.

44	28	Land Owner	Name of the person who owns the land. Lower left portion of tax statement to the right of "Tax Year".
72	6	Check Date	The date the check was written.
78	2	Check Type	How paid: use one of the following only: CA = Cash CK = Check MO = Money Order CC = Cashier's Check TC = Travelers Check
80	8	Check Number	The serial number of the check.
88	8	Check Number	Serial number of the 2nd check.
96	8	Check Number	Serial number of the 3rd check.

RECORD FOUR
DETAIL OVERFLOW INFORMATION

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
1	1	Record Type	Always numeric character "4".
2	3	Batch Number	Duplicated from previous record "6".
5	2	Item Number	Duplicated from previous record "6".
7	17	Tax Number	From upper right portion of tax statement in the "Account Number" box.
24	9	Tax Amount	Dollar amount of tax from the lower right portion of the tax statement in the "Tax Amount" box.
33	9	Tax Receipt	Number in upper right portion of tax statement in the "Receipt No." box.

00692

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
42	2	Tax Year	Duplicated from previous record "6".
44	28	Land Owner	Duplicated from previous record"6".
72	6	Check Date	The date the check was written.
78	2	Check Type	Duplicated from previous record "6".
80	8	Check Number	Duplicated from previous record "6".
88	8	Check Number	Duplicated from previous record "6"
96	8	Check Number	Duplicated from previous record "6"

°Use this record when someone pays more than one tax statement with the same check.

°This record will allow for data duplication from the six record just keyed and eliminate duplicate keying.

RECORD FIVE
NAME/ADDRESS INFORMATION
(Use Only if Person Paying Tax is Different From Land Owner)

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
1	1	Record Type	Always numeric character "5".
2	3	Batch Number	Unique number for this group of checks and tax statements.
5	2	Item Number	The number of the check in the accompanying record(s) 5A to which this name/address are associated.
7	28	Payor Name	The name of the person paying the tax, (from the check.)
35	28	Street Address	The street address of the person in the "payor name" field.

Starting Position	Length	Field Description	Field Contents
63	28	City/State/Zip	The city, state and zip of the person in the "payor name" field.

RECORD FIVE A
DETAIL TAX INFORMATION
(Use with Record 5 only)

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
1	2	Record Type	Always numeric character "5A".
3	3	Batch Number	Unique number for this group of checks and tax statements.
6	2	Item Number	The number of this check within the batch, should be 1 thru 50
8	17	Tax Number	From upper right portion of tax statement in the "Account Number" box.
25	9	Tax Amount	Dollar amount of tax from the lower right portion of the tax statement in the "Tax Amount" box.

OUTPUT POSITION	LENGTH	FIELD DESCRIPTION	FIELD CONTENTS
34	9	Tax Receipt	Number in upper right portion of tax statement in the "Receipt No." box.
43	2	Tax Year	Number in lower left portion of tax statement in the "Tax Year" box.
45	28	Land Owner	Name of the person who owns the land. Lower left portion of tax statement to the right of "Tax Year".
73	6	Check Date	Date Check was written.
79	2	Payment Type	How paid: use one of the following only: CA = Cash CK = Check MO = Money Order CC = Cashier's Check TC = Travelers Check
81	8	Check Number	The serial number of the check.
89	8		
97	8		

°Use this detail record only when name and address of person/company is different than the name of the land owner.

RECORD SEVEN
BATCH TOTAL RECORD

Starting Position	Length	Field Description	Field Contents
1	1	Record Type	Always numeric character "7"
2	3	Batch Number	Unique number from preceding group of "4", "5", or "6" records
5	2	Number Checks	Number of checks in this deposit
7	10	Dollar Total	The total dollar amount of this unique batch (this number wil be from the deposit slip prepared for the checks in this batch)

00698

RECORD NINE
BATCH TOTAL RECORD

Starting Position	Length	Field Description	Field Contents
1	1	Record Type	Always numeric character "9"
2	4	Number of records	Total number of all records on the tape

MAKE CHECK PAYABLE TO:

MS KATHY NORVELL BLACK
TAX ASSESSOR - COLLECTOR FORT BEND COUNTY
C/O RepublicBank • P.O. BOX 299198
HOUSTON, TEXAS 77299

TAX STATEMENT

CORRECTED TAX STATEMENT

ROLL DESCRIPTION	LINE	PAGE	ACCOUNT NUMBER	RECEIPT NO.
MISC. PERS.	16	7039	910-9960-03-000-0125	C-98531

TAXING JURISDICTION-FORT BEND COUNTY

PROPERTY DESCRIPTIONS		
ABSTR	9960	PERSONAL PROPERTY EQUIPMENT
LOT	0125	
TR/ELK	000	
SECTION	03	
ACREAGE		

EXEMPTIONS	
HMSTD	
DEC HMSTD	
LRFC	
D.A.V.	
OV-65	
OV-65 JR COL	
DISABL	
AGRI	

VALUES	
LAND	
IMPRV.	
PERS. PROP	21,520
AGRI	
TOTAL	21,520

JURIS.	TAX RATE	TAX AMOUNT
COUNTY 079	.27000/100	23.97
DRAINAGE 179	.08000/100	7.11
LRFC 279	.06000/100	5.33
JR COL 951		
ORIGINAL		
TOTAL TAX AMOUNT		36.41

TAX YEAR 1984

OWNER
REICHMAN ALAN J MD
4103 S MAIN ST
16261 S.E. 130TH ST.
STAFFORD TX 77477

IF THIS PROPERTY HAS BEEN SOLD RETURN THIS STATEMENT WITH NAME AND ADDRESS OF NEW OWNER.

STATEMENT MUST BE RETURNED WITH PAYMENT

MONTH	PEN & INT%	PEN & INT AMOUNT	AMOUNT DUE
MAR.	09.00	3.28	39.69
APR.	11.00	4.01	40.42
MAY	13.00	4.73	41.14
JUN.	15.00	5.47	41.88

SAMPLE TAX STATEMENT (Use this to correspond to record layouts)

6630D

00700

EXHIBIT "C"

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR-COLLECTOR

The pricing of Fort Bend County's Lockbox System is based upon annual volume estimates of 75,000 tax statements requiring data entry and 50,000 checks for processing and deposit:

LOCKBOX SERVICE	ESTIMATED ANNUAL VOLUME	UNIT PRICE	ANNUAL FEE
Lockbox Maintenance	12	$75.00	$ 900.00
Lockbox Item Fee	50,000	0.36	18,000.00
Additional Lockbox Photocopy	50,000	0.06	3,000.00
Data Transmission:			
Lockbox Items	75,000	0.35	26,250.00
Batch Headers	1,500	0.35	525.00
Balance Reporting:			
Current-Day Maintenance	12	50.00	600.00
Current-Day Descriptors	48	6.00	288.00
Balance Reporting Descriptors	12	6.00	72.00
Transaction Reporting Maintenance	12	50.00	600.00
Transaction Reporting Descriptors	300	0.15	45.00
Items Deposited:			
Tier A	30,000	0.055	1,650.00
Tier B	7,500	0.068	510.00
Tier C	5,000	0.072	360.00
Tier D	7,500	0.093	697.50
Credits Posted	1,000	0.35	350.00
Account Maintenance	12	10.00	120.00
Zero Balance Transfers	252	1.00	252.00
ESTIMATED ANNUAL FEE			$54,219.50
ESTIMATED AVERAGE MONTHLY FEE			4,518.29

E X H I B I T "D"

Attached to and made part of bid submitted by RepublicBank Richmond Depository Contract for the period of April 15, 1985 to April 15, 1987.

Addendum #1 to RFP RepublicBank dated 2/11/85

Proposal 1. shall be changed to read as follows:

In response to Section I, 2., RepublicBank Richmond proposes to provide deposit slips printed to the County's specifications at no charge. The County will reimburse the bank for one-half the cost of checks. The bank will assist the County in the ordering of checks and deposits slips.

00702

#15

1985

0026

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1985, and must be renewed annually thereafter.

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

SIGNED this 19 day of FEBRUARY, 1985.

City of Simonton, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 8 day of April, 1985.

County of Fort Bend

County Judge

ATTEST:

County Clerk

18. ACCEPT SICK, VACATION & COMP. TIME AS ENTERED INTO COMPUTER AS OF 3-22-85:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve sick, vacation & comp. time as presented. (Recorded in minutes in full)

19. REBUDGET REIMBURSEMENT CHECK IN THE AMOUNT OF $1,309.82 INTO EMERGENCY MANAGEMENT COORDINATOR'S BUDGET LINE ITEMS FOR CONFERENCES AND REPAIRS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept check in the amount of $1,309.82; $650.00 into "Conference" and $659.82 into "Repairs".

20. CONSIDER APPLICATION FROM GENERAL TELEPHONE CO. TO LAY CABLE ALONG KANSAS, WEST PALM, SYCAMORE AND UNDER JASMINE, CLEO, WEST PALM AND SYCAMORE IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from General Telephone Co. to lay cable along Kansas, West Palm, Sycamore and under Jasmine, Cleo, West Palm and Sycamore in Precinct 2. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM SUGAR LAND TELEPHONE CO. TO LAY CABLE ALONG CLODINE-REDDICK RD. AND UNDER BEECHNUT, CANDELA & PASTORA RDS. IN PRCT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Sugar Land Telephone Co. to lay cable along Clodine-Reddick Rd. and under Beechnut, Candela & Pastora Rds. in Precinct. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG OLD RICHMOND RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable along Old Richmond Rd. in Precinct 3. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM REGAL RANCH TO LAY SANITARY LINE UNDER STAFFORD RUN IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Regal Ranch to lay sanitary line under Stafford Run in Precinct 3. (Recorded in minutes in full)

24. ADVERTISE FOR BIDS FOR ONE OR MORE CRAWLER FRONT-END LOADERS WITH AND WITHOUT TRADE-IN:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for one or more crawler front-end loaders with and without trade-in.

25. MEET IN CLOSED SESSION TO DISCUSS ARCHITECT REGARDING NEW COUNTY ANNEX BUILDING PURSUANT TO ARTICLE 6252-17 (C) (G), VERNON'S TEXAS CIVIL STATUTES:

Met in Closed Session.

00706

#19

cc: auditor
D. Wilson

DES-12 (Rev. 1/81)

TEXAS DEPARTMENT OF PUBLIC SAFETY

DIVISION OF EMERGENCY MANAGEMENT

0026

JAMES B. ADAMS
Director

ROBERT A. LANSFORD
State Coordinator

$1,309.82
650 - Conf
659.82 - Repairs

DATE March 14, 1985

approved
CC 4/8/85
J Stavinska

TO: Mr. Frank Patryn, Coordinator, Fort Bend Co. Emer. Mgnt.

FROM: Douglas E. Kyle, Assistant Coordinator, Administration

SUBJECT: EMA Program - Quarterly Report of Expenditures for the Period 10-1-84 through 11-1-84

This is to acknowledge receipt of your quarterly report. After making a preliminary audit, we have suspended from this report those items on the attached list for the reasons indicated. The remaining expenditures in the amount of $ 1,843.53 will be submitted for FEMA audit. We are preparing a voucher in the amount of $ 921.76 for the federal share of these expenditures. You should receive this warrant in the near future.

Douglas E. Kyle
Assistant Coordinator, Administration

Last quarter '84 Check
Needs to be
redirected to
Emergency Mgt
Funds specifically
attached is the next
amount to be received
Same should be done --

Robert G.
Help PCs.
Jodie

SUSPENSIONS BY PRELIMINARY AUDIT

Claimant Agency or Vendor*	Amount	Reason for Suspension
Frank R. Patryn-Salary Cost	$12.04	Cost are for prior fiscal year. Sus
Frank R. Patryn-Salary Cost	11.84	pended.
Radio Shack	14.95	Not essential to emergency managemen Suspended.
Amateur Electronics Supply	373.07	Appears to be operational rather tha administrative. Suspended.
Total	$411.90	
Federal Share	205.95	

* Documentation attached. Should be returned with additional information if included in subsequent report.

00708

#20

0026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of General Telephone Company dated February 8, 1985, permit no. 80645 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County. Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Losey
Deputy

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

Returned 4/10/85

00709

Appl. # 80645

0026

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

4-3-85

Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓ (2) Bond

✓ Perpetual bond currently posted

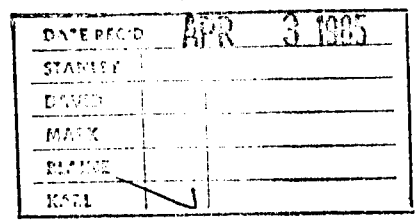
-or-

_____ Performance bond submitted in the amount of _____

00710

0026

General Telephone Company
of the Southwest
Drawer AA
Stafford, Texas 77477



February 8, 1985

County Commissioner's of Fort Bend County
% County Judge
Richmond, Texas 77469

ROW 3 - Arcola - 5404 - W. O. E-7E0565. E-GS:js

Enclosed are five copies of work location sketch showing the location of our proposed communications cable on County Roads in Fort Bend County at Arcola, Texas.

This work is to be completed on work order E-7E0565. If you have any questions concerning this order, please contact Thomas E. Tuley in Stafford at 499-3570.

If this meets with your approval, please sign one copy of the attached Line Activity in Fort Bend County Road Right-of-Way form and return to Drawer AA Stafford, Texas 77477 for our files.

Thomas E. Tuley
Project Coordinator

Enc

00711

APPLICATION FOR AND PERMIT
GRANTING TELEPHONE CABLE CROSSING

TO THE HONORABLE COMMISSIONER'S COURT
AND COUNTY JUDGE, FORT BEND COUNTY, TEXAS

0026

COMES NOW GENERAL TELEPHONE COMPANY OF THE SOUTHWEST

acting herein by and through-its duly authorized representive, and hereby petitions your Honorable Court for the right to lay a buried telephone cable under and across certain road, ditches, drainage canals or highways as shown by the plats attached to the executed copy hereof on file in the County Judge's office of Fort Bend County.

Petitioner agrees to bury cable as indicated on the attached plat and keep said cable in good condition at all times, and that it will, at petitioner's expense, make changes in said cable and relocate same when ordered to do so by the County or its Engineer when it is necessary for the widening or any conctruction on public roads or highways, or the deepening of drainage ditches along said roads or highways, or any drainage ditch construction of the Fort Bend County Drainage District. Petitioner also agrees to repair all damage due to construction or maintenance of the cable. Petitioner further agrees to obey all rules of the County Commissioner's and its Engineer in the construction of said installation and save the County harmless from any action arising out of the laying, maintenance or operation of said telephone cable.

THE UNDERSIGNED OFFICER of said Company has full authority to bind said Company hereto.

EXECUTED in quadruplicate originals this ____day of_____ 19___.

GENERAL TELEPHONE COMPANY OF THE SW

Project Coordinator

ATTEST: Secretary

00712

ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80649

0026

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

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

oad or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
ansas	Sycamore	30'	X			
merald	Sycamore	30'	X			
. Locust	Kansas	30'	X			
ycamore	Kansas	30'	X			
. Palm	Kansas	30'	X			
asmine	Kansas	30'	X			
leo	Kansas	30'	X			

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

oad or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Sycamore	From Kansas East		699'
Sycamore	From Peridot West	School	1521'
Kansas	From S. Locust North	Trammel-Fresno	4086'
W. Palm	From Kansas West		850'

General Description

Cable to be buried at 30" min. cover at 3' off the R/W.

R/W to be restored to original or better condition.

he location and description of the proposed installation and appurtenances is more fully shown n the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

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

NOTICE

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

iolation of this requirement shall onstitute grounds for job shut down.

COMPANY NAME: General Telephone Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Ida Johnson
(Signature)

NAME & TITLE Tom Tuley-Project Coordinator
(Please Print)

DATE: February 8, 1985
ADDRESS Drawer AA
(Street/P.O. Box)

Stafford, Texas 77477
City State Zip

T NO: 499-3570

00713

#21

0026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugar Land Telephone Company dated March 28, 1985, permit no. 80644 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 85, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozier
Deputy

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

returned 4/10/85

00714

Appl. # 80644

0026

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

4-3-85

Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

00715

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3 0026
PERMIT NO. 80644

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased-
Prop. Beechnut	27' - 6" West of Clodine Reddick Road	100'				Cut & Restore
Candela Drive	27' - 6" West of Clodine Reddick Road	60'	x			
Pastoria Drive	27' - 6" West of Clodine Reddick Road	60'	x			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Clodine Reddick Rd.	280' North of F.M. 1464 @ South Instesection	40' South of FM 1464 @ North Intersection	4,532'

General Description

Buried conduit and pull box system will originate out of an existing telephone man hole on Clodine Reddick Road. 280' North of the South F.M. 1464 intersection and extend North 4,532' to 40' South of F.M. 1464 North intersection. Two bores will be made across Cadela and Pastoria Drive, with one cut and restore operation across proposed Beechnut.

he location and description of the proposed installation and appurtenances is more fully show
n the attached plans and drawings. (Plans and drawings of proposed installation and appurten
nces are required.)

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

NOTICE

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

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

COMPANY NAME: Sugar Land Telephone Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Dewey C. Williams
(Signature)

NAME & TITLE Dewey Williams/Engineer O.S.P.
(Please Print)

DATE: March 28, 1985
ADDRESS P.O. Box 650
(Street/P.O. Box)

Sugar Land, Texas 77487
City State Zip

TELEPHONE NO: 490-9433

00716

#221

0026

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated March 26, 1985, permit no. 80643 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucherka
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kozlen
Deputy

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

00717

Appl. # 80643 0026

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

Karl E. Baker

Karl E. Baker, Assistant Engineer

Date

/ (1) Complete Application Form

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

/ b. Map or plat showing course or direction

/ c. Plans and specifications.

/ (2) Bond

/ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

00718 NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

0026 To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. 528T
Notification No. 80643

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

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

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Old Richmond Road	@ Keegans Bayou	south	447'

GENERAL DESCRIPTION

Proposed buried cable will begin on the south side of Old Richmond Road, in the east right of way, and extend south for 447'.

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

NOTICE

Written notice required 48 hours in advance of construction.

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: M. Mance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 240 Houston, Texas 77084

Telephone No.: 578-8781 Date: March 26, 1985
Log No.: 1B

#23

00719

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8 day of April, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Regal Ranch/Meacham Const. Co. dated 4-4-85, permit no. 80646 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozier
Deputy

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

returned 4/10/85

00720

Appl. # 806646

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

Karl E. Baker
Karl E. Baker, Assistant Engineer

4-4-85
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000

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

(To be Submitted in Quintuplicate)

00721

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80646

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction OPEN CUT ~~Bored~~	Jacked	Driven
6" PVC SEWER	APPROX 1/4 MILE	4ft INTO Rd			

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

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

General Description

6" PVC SEWER LINE TO CROSS STAFFORD RUN CREEK and TIE INTO CITY LINE AT BRAND Rd.

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

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

NOTICE

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

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

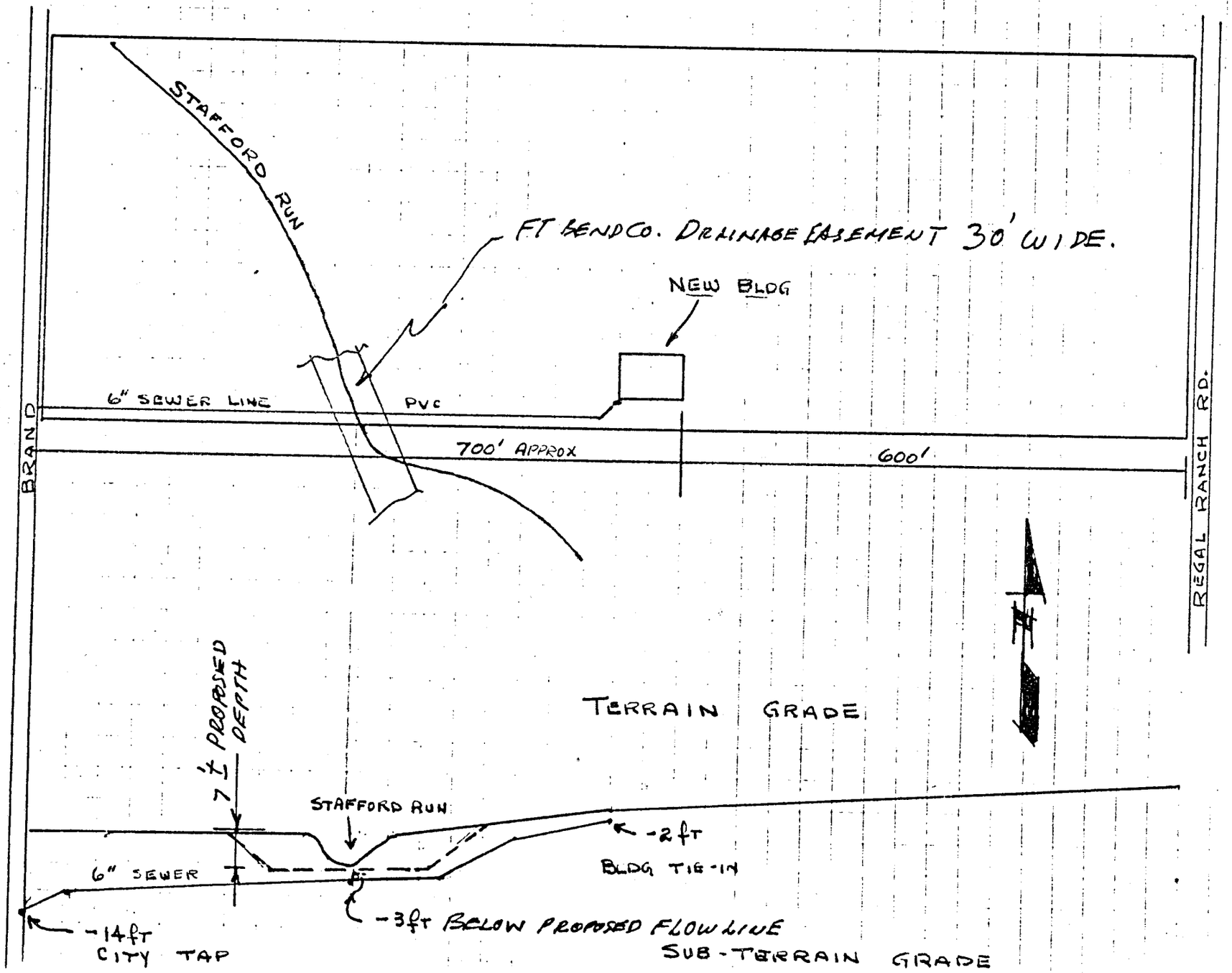
COMPANY NAME: MEACHAM CONST. Co
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Bob Meacham
(Signature)

NAME & TITLE CO. OWNER
(Please Print)

DATE: APRIL 4, 1985
ADDRESS P.O. BOX 221 - BELLVILLE, TX 77418
(Street/P.O. Box)

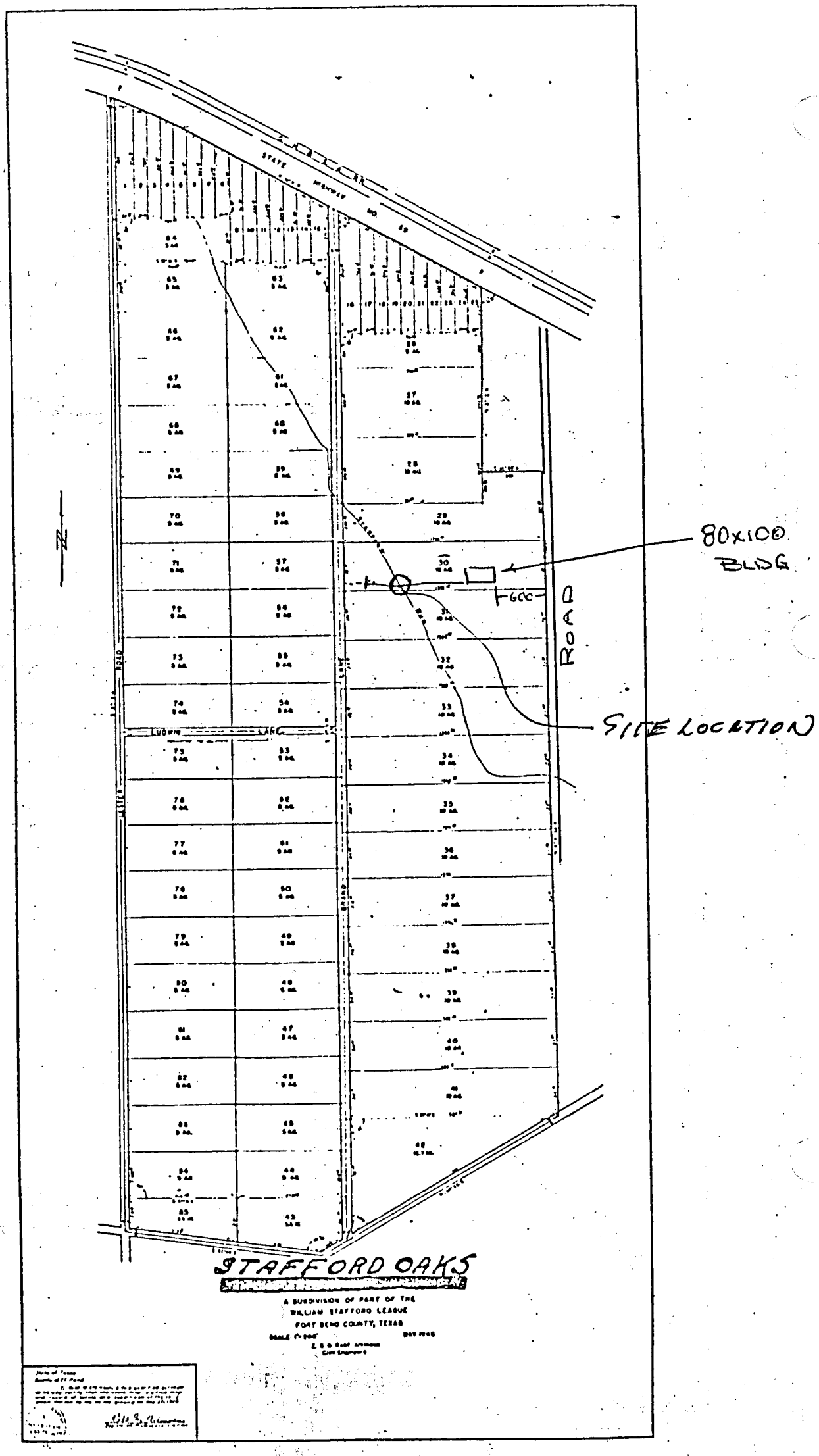
BELLVILLE, TX 77418
City State Zip
TELEPHONE NO: 409-865-3755

REGAL RANCH • STAFFORD, TX. • 6" SEWER LINE



22100

REGAL RANCH


80x100
BLDG
600
ROAD
SITE LOCATION
LUDWIG LANE
STAFFORD OAKS
A SUBDIVISION OF PART OF THE
WILLIAM STAFFORD LEAGUE
FORT BEND COUNTY, TEXAS

0026 25a. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint Chris DiStefano Architects to design the new county annex.

RECESS:

Commissioners' Court recessed at 11:55 a.m.

RECONVENE:

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

26. 1:30 P.M.- OPEN BIDS FOR ONE (1) 12-TON CAPACITY REAR LOADING RAMP TYPE TANDEM TRAILER:

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

A)	Fogle Equipment Co.	$ 7,150.00
B)	Commercial Trailer Sales	$ 7,250.00
C)	Hi-Way Equipment	$ 7,335.00
D)	Hobbs Trailers	$ 7,838.00

27. 1:30 P.M.- CONSIDER REPLAT OF WESTIN LAKE SUBDIVISION, SECTION 4 IN PRECINCT 4; AND APPROVE PLAT FOR TARA SUBDIVISION, SECTION 5 IN PRECINCT 1:

Replat of Westin Lake Subdivision, Section 4 in Precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept replat of Westin Lake, Section 4. (Recorded in minutes in full)

Approve plat for Tara Subdivision, Section 5 in Precinct 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plat for Tara Subdivision, Section 5. Plat, Bond and Tax Statement were presented to Commissioner Court. (Recorded in minutes in full)

Pat Hogan representing General Homes was present.

28. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:15 Monday, April 8, 1985.

00725

ITEM: 12 TON TANDEM TRAILER

BID NUMBER: 85-10

0026

VENDORS NOTIFIED BY LETTER

COMPANY	Bond	BID PRICE
FOGLE EQUIPMENT CO HOUSTON, TX	Y	$ 7150.00
MUSTANG TRACTOR AND EQUIPMENT CO.		———
COMMERCIAL TRAILER SALES.	Y	$7250.00
HI-WAY EQUIPMENT	Y	$ 7335.00
HOBBS TRAILERS	Y	$7338.00

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 8TH day of April, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

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

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

1. CONSIDER PARTICIPATING IN A SUBSIDENCE-FLOODING STUDY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve subsidence-flooding study.

2. CONSIDER ADVERTISING FOR BIDS FOR BRIDGE ON BOHACEK RD:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for bridge on Bohacek Rd.

3. DISCUSS MONTHLY DRAINAGE DISTRICT REPORT:

Monthly report for March presented - no discussion.

The following citizens spoke to the court concerning drainage in Quail Valley:

Ruth DiCarlo
Vilo Rouser

The following citizens spoke to the court concerning Rabbs Bayou:

Patrick Lower
Mrs. Crenshaw

4. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 3:00 p.m. Monday, April 8, 1985.

Drainage (3) 00727

COUNTY OF FORT BEND

Drainage District

Stanley L. Kucherka, Jr. P. E., Chief Eng. & Mgr.
Blaine Kinnebrew, Asst. Eng. - David W. Jalowy, Asst. to Eng.

0026

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

MONTHLY REPORT

MARCH, 1985

The removal of vegetation from streams consisted primarily of herbicide applications with minimal shredding ocurring during March.

Herbicides were applied to a total of 20 streams. Most of these streams are located in the South and West parts of the county in agricultural areas. These areas are sprayed first each year so that 2, 4-d base herbicides can be applied before crops are planted. The Texas Department of Agriculture's regulations prohibit the applications of these chemicals after this time.

Two different herbicides were used. The first was 2, 4-d amine and the second was Banvel 720 which is a mixture of 2, 4-d and dicamba. Both are used to kill broadleaf weeds.

Some of the major streams sprayed were Snake Creek, Big Creek, Turkey Creek and Deer Creek.

Shredding operations consisted of work on Buffalo Creek, Red Gully, Fulshear Creek and Big Creek.

The District's bridge crew worked on the flume across Dry Creek at F.M. 2977 during March. The design of this structure requires extensive amounts of concrete work, as well as the driving of several rows of piles. This project should be completed early in April.

The excavation of ditches continued with both District and

contractor equipment. A total of 89,500 cubic yards of dirt were removed.

Rebel Contractors worked on three projects. These included Dry Creek, Rabbs Bayou and the Sienna Plantation External Drainage Channel.

The dredging of Dry Creek began during the last week of March upstream of F.M. 2977. This section of Dry Creek goes through the proposed Homecraft development. The channel is being re-located according to the easements accepted by the District's Board of Directors March 4, 1985. Approximately 8,100 cubic yards were removed.

Work continued on Rabbs Bayou with Rebel Contractors digging the new channel and District bulldozers levelling the spoil dirt. 20,000 cubic yards were removed.

The digging of the Sienna Plantation continued with Rebel Contractors removing 38,000 cubic yards.

Work also continued on the dredging of Cow Creek. The District's Northwest 9570 has been assigned to this project. This is a cooperative project between Fort Bend and Brazoria Counties. Brazoria County is providing bulldozer support.

Work began during March on the dredging of Middle Bayou. The District's Link Belt L.S. 128 dragline is working here.

The District's Northwest 41 dragline worked part of the month on Buffalo Creek Lateral I-B-3-d and removed 3,500 cubic yards.

The Turkey Creek (I-D) dredging continued with the District's Ruston-Bucyrus RB-22 dragline. 3,700 cubic yards were removed.

The Northwest 41 dragline owned by Precinct #4 continued work on Fulshear Creek. Work consisted of dredging, as well as driving piles for watergates.

The following charts show a summary of equipment and where each worked during March.

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HERBICIDE REPORT

Aylor Ditch	
#231	3/12
Big Creek II-B	
#109	3/4-3/29
#119	3/4-3/39
#124	3/4-3/29
Big Creek II-B-6	
#151	3/25-3/29
Big Creek II-B-7	
#106	3/14-3/29
#126	3/13/3-29
#151	3/13-3/25
Coon Creek II-B-3	
#115	3/11-3/25
#116	3/11-3/25
Cottonwood Creek II-B-24	
#107	3/8-3/11
#117	3/8-3/11
#156	3/11-3/22
#158	3/11-3/22
#231	3/8-3/11
Deer Creek II-B-5	
#106	3/4-3/13
#126	3/4-3/13
#151	3/4-3/13

Dry Branch I-E	
#108	3/18-3/29
#110	3/18-3/29
#155	3/22-3/29
#229	3/18-3/29
Duval Ditch II-J	
#107	3/12-3/29
#117	3/12-3/29
#231	3/14-3/29
Fairchilds Creek II-B-10	
#111	3/4-3/11
#121	3/4-3/11
#230	3/4-3/11
Fairchilds Creek II-B-10-b	
#111	3/11-3/26
#121	3/11-3/26
#230	3/12-3/26
Jackson Ditch	
#108	3/12
#110	3/12
Means Ditch	
#107	3/4-3/8
#117	3/4-3/8
#231	3/4-3/8
Orchard R. R. Ditch	3/13
Robinowitz Ditch II-M	
#115	3/4-3/11
#116	3/4-3/11

Snake Creek I-C	
#101	3/12-3/29
#120	3/4-3/29
#123	3/4-3/29
#125	3/4-3/29
#156	3/4-3/8
#158	3/4-3/8
Snake Creek I-C-6-a	
#111	3/26-3/29
#121	3/26-3/29
Turkey Creek I-D	
#101	3/4-3/11
#108	3/4-3/12
#110	3/4-3/12
Turkey Creek I-D-6	
#108	3/13-3/15
#110	3/14-3/15
#229	3/13-3/15
Turkey Creek II-A-2	
#113	3/29
#115	3/25-3/29
#116	3/25-3/29
#156	3/25-3/27
#158	3/25-3/29

SHREDDER REPORT

Big Creek	
#122	3/4, 3/27-3/29
#127	3/4, 3/27-3/29
#142	3/4
Buffalo Creek I-B-3	
#102	3/4-3/5, 3/19, 3/22, 3/28
#103	3/4-3/5, 3/19, 3/22, 3/28
#144	3/4-3/5
Fairchild Creek II-B-10-a	
#129	3/28
Fulshear Creek II-F	
#105	3/28
#112	3/4-3/6, 3/11, 3/18-3/19, 3/28-3/29
#118	3/4-3/6, 3/11, 3/18-3/19
Red Gully II-K-9	
#105	3/7, 3/11
#113	3/7, 3/11

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HEAVY EQUIPMENT

Buffalo Creek I-B-3-d	
Northwest 41 dragline	3/4-3/8 3/13-3/18
Cedar Creek I-B	
Northwest 41 dragline	3/29
Church Street Bridge	
Northwest 41 dragline	3/27-3/28
Cow Creek II-A	
Northwest 9570 dragline	3/4-3/29
Dry Creek II-B-2	
Fiat Allis FD-20 bulldozer	3/4-3/29
Fiat Allis FD-30 bulldozer	3/4-3/29
Fiat Allis FD-16 bulldozer	3/4-3/13
Dry Creek Flume	
Link Belt LS 98A dragline	3/4-3/29
Caterpillar D-6 bulldozer	3/4-3/29
Duty Road	
Northwest 41 dragline	3/11-3/12
Evergreen Road Bridge	
Northwest 41 dragline	3/18-3/26
Fulshear Creek II-F	
Precinct #4 Northwest 41 dragline	3/4-3/29
Middle Bayou II-D-1	
Link Belt LS 128DL dragline	3/11-3/29
Fiat Allis FD-16 bulldozer	3/15

Rabbs Bayou II-D	
Fiat Allis FD-20 bulldozer	3/4-3/29
International TD-25E bulldozer	3/4-3/29
Turkey Creek I-D	
Ruston Bucyrus RB-22 dragline	3/4-3/18
Fiat Allis FD-16 bulldozer	3/18-3/29

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End of Volume 26

END