FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF DECEMBER, 19 86.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 0001.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arnette
DEPUTY

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

1. Approve minutes of meeting of October 27, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Review the adopted 1987 Budget.

6. Consider approval of contract with Wharton County Junior College for library services for out-of-county students.

7. Consider the posting of election returns in Courthouse Annex on Nov. 4.

8. Consider replatting High Meadows Subdivision, Section 1 in Precinct 4.

9. Consider approval of West Beechnut Plaza plat in Precinct 3.

10. Consider accepting Foster Creek Estates Road into the County Road Maintenance System in Precinct 3.

11. Advertise for bids for the following: (1) Striping of county roads; (2) Food for Jail/Juvenile Detention; and (3) Milk for Jail/Juvenile Detention.

12. Award bids for the following: (1) Uniform hats for Sheriff's Dept. (#86-106); (2) Concrete finishing work for Precinct 3 (#86-109); and (3) Concrete for Precinct 3 (#86-110).

13. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2(e)&(f), V.T.C.S. and take any action, if necessary.

14. Approve bills.

15. 2:00 p.m. - Consider adoption of 1986 tax rate.

16. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.

OCT 30 1986

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, October 30, 1986 at 3:10 p.m. by N. Landrey.

REGULAR SESSION

BE IT REMEMBERED That on this 3RD day of NOVEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF OCTOBER 27, 1986:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of October 27, 1986 with correction.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts voting no, it is ordered to approve line item transfers in budgets for the following:

Road & Bridge Precinct #4
Constable Precinct #4
Purchasing
Animal Control
District Clerk
328th District Court
Adult Probation
Auditor
Health Dept.
Emergency Medical Service

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

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

County Clerk
County Judge

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985 0032

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

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

The following proceedings were had, to-writ:

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:

Animal Control DEPT. 37		FROM	TO	INCREASE (DECREASE)
Utilities	2000	14,000	12,500	(1,500)
Kennel Supplies	4016	5,500	7,000	1,500

DATE: 10·30·86

DEPARTMENT HEAD: Cindi Reeves

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3rd day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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)
Salaries & Labor	04	288,614.00	285,814.00	($2,800.00)
Office Supplies		24,000.00	26,800.00	$2,800.00

DATE: 10-30-86

DEPARTMENT HEAD: Irene Wlezyk

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct.#3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3rd day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

Purchasing	DEPT.	FROM	TO	INCREASE (DECREASE)
Conferences & Seminars	0701	1200.00	1140.00	(60.00)
Fees & Services	4010	1200.00	1260.00	60.00

DATE: 10-31-86

DEPARTMENT HEAD: John Hammond

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

AS PER ORIGINAL

00006

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

On this the 3 day of Nov, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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:

Constable Pct 4 DEPT.	FROM	TO	INCREASE (DECREASE)
Conferences & Seminars #0701	500.00	300.00	(200.00)
Repair & Maint / Mtr 7019	1000.00	800.00	(200.00)
Uniforms #4011	750.00	900.00	150.00
Repair & Maint / Radio #7020	250.00	500.00	250.00

DATE: 30 Oct 86

DEPARTMENT HEAD: Pink

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3rd day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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:

Ambulance	DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries/Labor	(0200)	1,122,879.00	1,089,879.00	(33,000.00)
Property/Equip.	(1010)	90,068.00	65,068.00	(25,000.00)
Temp./Extra Help	(0201)	180,531.00	238,531.00	58,000.00
Uniforms	(4011)	4,000.00	6,000.00	2,000.00
Utilities	(2000)	32,000.00	34,000.00	2,000.00
Gas/Oil	(7005)	25,000.00	21,000.00	(5,000.00)
Janitor Supplies/ Pest Control	(2060)	3,000.00	4,000.00	1,000.00

DATE: 10/30/86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct.#3

_____
Bob Lutts, Commissioner Pct. #4

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

On this the 3rd day of Nov , , at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on ,the Court heard and approved a budget for the year for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted

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:

RAB

Precinct #4 DEPT.	FROM	TO	INCREASE (DECREASE)
Road Material 08 04 0050 5031	628,690.00	618,690.00	(10,000.00)
Fees & Services 08 04 0050 4010	50,000.00	60,000.00	10,000.00

DATE: 11-3-86

DEPT. 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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Health (31) DEPT.	FROM	TO	INCREASE (DECREASE)
Medicine/Medical Supplies 2050	2300.00	1,900.00	(- 400.00)
Office Supplies 1062	3,000.00	3,400.00	+ 400.00

DATE: 10/30/86

DEPARTMENT HEAD: Helen Louise Whitten

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct.#3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3rd day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Auditor DEPT.	FROM	TO	INCREASE (DECREASE)
Repairs + Maint./Mtr. Equipt.	500.00	400.00	(100.00)
Conferences	3500.00	3600.00	100.00

DATE: 10-28-86

DEPARTMENT HEAD: Joyce Tompkins

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

ADULT PROBATION DEPT.	FROM	TO	INCREASE (DECREASE)
1050 0017 1010 Prop. & Equip.	3500.00	4300.00	800.00
1050 0017 3060 RENTALS	6500.00	5700.00	(800.00)

DATE: 10-28-86

DEPARTMENT HEAD: [signature]

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 198

On this the _____ day of _____, 1986, at a _____ Session of the Commissioners' Court the following members being present;

Jodie Stavinoha---------- COUNTY JUDGE
Johnnie Pustka---------- COMMISSIONER PRECINCT # 1
Ben Denham---------- COMMISSIONER PRECINCT # 2
Alton Pressley---------- COMMISSIONER PRECINCT # 3
Bob Lutts---------- COMMISSIONER PRECINCT # 4

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986, for Fort Bend County; and

WHEREAS, an emergency expenditures 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 1986, adopted November 25, 1985.

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:

328th District Court	DEPT.	FROM	TO	INCREASE (DECREASE)
4010 Fees and Services		24,450.00	19,937.00	(4,513.00)
0200 Salaries & Labor		118,545.00	122,769.00	4,224.00
Retirement		8,353.00	8,642.00	289.00

DATE: 10/29/86

DEPT. 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

RECEIVED
OCT 29 1986

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Norma Landry

Sharon Chapman

Period: Date of Departure November 30, 1986

Date of Return December 2, 1986

Purpose of Trip: 1986 Texas Conference on Vital Statistics

Places to be Visited: Austin, Texas

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

Name

10-31-86
Date

County Judge
Title

* *

Approved: Commissioners' Court

County Judge

11-3-86
Date

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

COUNTY OF FORT BEND

RECEIVED
OCT 29 1986
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

DIANNE WILSON

JOAN STAVINOHA

Period: Date of Departure NOV 30

Date of Return DEC 2

Purpose of Trip: VITAL STATISTICS CONFERENCE IN AUSTIN

Places to be Visited: AUSTIN

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

Dianne Wilson
Name

11/03
Date

county clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-3-86
Date

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

5. REVIEW THE ADOPTED 1987 BUDGET:

Commissioner Pressley submitted a substitute budget.

No action taken.

6. CONSIDER APPROVAL OF CONTRACT WITH WHARTON COUNTY JUNIOR COLLEGE FOR LIBRARY SERVICES FOR OUT-OF-COUNTY STUDENTS:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve contract with Wharton County Junior College at $10.00 per year per student as recommended by the Library Board, subject to review by District Attorney. (Recorded in minutes in full)

7. CONSIDER THE POSTING OF ELECTION RETURNS IN COURTHOUSE ANNEX ON NOVEMBER 4:

Posting of election returns was discussed for the November 4 General Election.

8. CONSIDER REPLATTING HIGH MEADOWS SUBDIVISION, SECTION 1 IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to submit plat to City of Sugarland for approval and consider replat of High Meadows on November 24 and County Clerk publish notice of replat in area newspaper.

Calvin Ladnor representing developer questioned the postponement.

9. CONSIDER APPROVAL OF WEST BEECHNUT PLAZA PLAT IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve West Beechnut Plaza plat in Precinct 3. Plat, Letter of Credit and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

10. CONSIDER ACCEPTING FOSTER CREEK ESTATES ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept Foster Creek Estates Road into the county road maintenance system in Precinct 3. (approximately 2,048 ft.) (Recorded in minutes in full)

Mr. Claypool representing property owners discussed the road.

11. ADVERTISE FOR BIDS FOR THE FOLLOWING: (1) STRIPING OF COUNTY ROADS; (2) FOOD FOR JAIL/JUVENILE DETENTION; AND (3) MILK FOR JAIL/JUVENILE DETENTION:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for striping of county roads, food for jail/juvenile detention and milk for jail/juvenile detention.

(5)

FB budget adopted without further ado

Herald-Coast Star 10/21-86

Deciding discretion was the better part of valor, Fort Bend County commissioners Monday unanimously voted to adopt the 1987 budget as originally proposed.

On a motion from Precinct 1 Commissioner Johnnie Pustka, seconded by Precinct 2 Commissioner Ben Denham, court members acted on County Judge Jodie Stavinoha's recommendation to adopt an overall budget of $43,050,958 for the coming year.

The document contains $1.7 million less in proposed expenditures than the 1986 budget as adopted, despite the fact it includes new expenditures of $600,000 for indigent care and $150,000 for a new county court-at-law.

The court established next Monday at 11 a.m. in the courthouse annex as the day, time and place to formally set the tax rate. The rate needed to generate adequate ad valorem taxation support of the budget is 39.25 cents — an increase of four cents over the old rate.

Fort Bend Tax Assessor-Collector Marsha Gaines has said the loss in taxable values from last year to this is in the neighborhood of $300-400 million, causing the county to increase the rate even though the new budget is marginally smaller.

Gaines said Tuesday that a number of factors, including availability of data processing space, keep her from knowing exactly when tax statements will be issued. "Hopefully, we can get them out no later than the middle of November," she said.

Commissioners last week heard a plea from Fort Bend Fire Marshal Gary Tilton to budget for increased rates paid to the county's 19 fire departments for rural fire and emegency calls. Tilton, who is also president of the Fort Bend Firefighters' Association, said it currently costs fire departments more to answer calls than the fees they are paid.

Pustka had indicated he was sympathetic to the fire deparetments' plight. The new budget reflects a $50,000 increase over 1986 in the fire fees line item, though that is far less than the increase sought by Tilton.

Stavinoha had also voiced concern over early returns on indigent health costs. However, Precinct 4 Commissioner Bob Lutts noted that, counting the $300,000 in the 1986 budget placed there for start-up purposes, the county actually has $900,000 available over a 16-month period to fund the state-mandated program.

Commissioners said following Monday's decision that the $41,000 needed to meet 1986 job and wage classifications of county employees — not included in departmental budgets — will be taken out of the 1987 contingency fund.

FBI ORIGINAL

00017
6

Fort Bend County Library System

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

October 30, 1986

approved 11/3

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
✓Commissioner Bob Lutts

Gentlemen:

The library would like to enter into a contractual agreement with Wharton County Junior College whereby WCJC will pay the $10 out of county student fee for any WCJC student registered at the satellite campus in Richmond who lives outside of Fort Bend County and who wants to use the main library or the branches.

Current library policy requires that these students purchase a non-resident card for $10. WCJC wishes to provide this service for its students because it does not have adequate library facilities at the satellite campus.

We do not have an adequate record to base a projection on but plan to do an annual report to Commissioner's Court when the time comes. At any rate, this will be a general fund income. I am in favor of entering into this contract. The library resources and staff is capable of accommodating this additional service need.

Please find attached a letter from WCJC and the library's current policy regarding non-resident students.

Thanks for your cooperation.

Sincerely,

Roman S. Bohachevsky

Roman S. Bohachevsky

RSB/dmr

Attachments

cc Larry Wagenbach, Assistant County Attorney

George Memorial Library • 1001 Golfview • Richmond, Texas 77469 • 713-342-4455

Wharton County Junior College

October 16, 1986

Mr. Roman S. Bohachevsky
Director
Fort Bend County Library
1001 Golfview
Richmond, TX 77469

Dear Mr. Bohachevsky:

This will confirm our agreement whereby Wharton County Junior College will pay the $10.00 student use fee for any WCJC student registered at the Satellite Campus in Richmond who lives outside of Fort Bend County and who wants to check out materials from your library.

Each semester we will furnish you with a print-out of students registered at the Satellite Campus so that you may verify addresses and validity of the student. At the end of each semester you will furnish us a list of the students who were issued cards and we will reimburse you at the rate of $10.00 per student. Student cards will be effective for a calendar year.

We appreciate your cooperation in this matter.

Sincerely yours,

Jim A. Coats, Jr.

Jim A. Coats, Jr.
Vice President

JAC:ej

911 BOLING HWY. WHARTON, TEXAS 77488 (409) 532-4560

FORT BEND COUNTY LIBRARY SYSTEM
POLICY MEMO

00019

FROM: Roman S. Bohachevsky RSB DATE: September 11, 1986

TO: Circulation staff at George Memorial, Stafford, Needville, Genealogy, Children's, Audio Visual, Reference

SUBJECT: Library Cards - Non-Resident and Teacher

NON-RESIDENT CARDS - $15.00/year for any non-resident who wishes to use the Library.

Exceptions:

1. No-fee non-resident cards may be issued to Ft. Bend County employees when they apply and present proof of employment in the County (check stub from the previous pay period is the best). Employees are issued a blue non-resident card, which will be renewed annually with proof of continued employment. Such cards will be cancelled when employment is terminated (patron may then apply for a regular non-resident card upon payment of the annual fee).

2. Non-resident Library staff members are issued a no-fee staff card, which will also be cancelled upon termination of employment. This will be a buff colored card similar to the regular patron card.

3. Non-resident college students with proper* ID can be issued a blue non-resident card at a reduced annual rate of $10.00/year. When student status no longer exists, patron must relinquish card or pay the regular $15.00/year fee.

   A. Acceptable ID for college students is a current ID card from the school attended. Must be presented yearly when the card is to be renewed.

4. Non-resident elementary or secondary students who attend Ft. Bend County based schools, either public or private, may be issued a no-fee non-resident card upon the presentation of proof of registration in the school. Such proof may be either a current report card or, preferably, a statement from the school principal verifying enrollment. Such cards can be renewed yearly upon proof of registration and must be surrendered when the student is no longer eligible.

TEACHER CARDS may be issued in the following circumstances:

1. County residents who teach either in or out of the County and non-residents who teach in the county may apply for Teacher Cards with ID which shows current employment as a teacher (current check stub, teaching contract are acceptable). Such cards allow the teacher to check out larger numbers of books for longer than the normal period of time, as well as the use of AV equipment. Such cards are renewable each year and proof of current employment is required at each renewal.

H 10

00020

COUNTY OF FORT BEND

AS PER ORIGINAL

Engineering Department

Stanley L. Kucherka, Jr. P.E.
Fort Bend County Engineer

P. O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

RECEIVED OCT 0 3 1986

0032

October 1, 1986

Honorable Alton B. Pressley
Commissioner Precinct #3
1809 Eldridge Rd.
Sugarland, Texas 77478

RE: Reinspection of Foster Creek Estates Entrance Road
(Approx. 2,048 LF.)

Dear Commissioner Pressley,

As requested a re-inspection was made on the main entrance road to Foster Creek Estates on September 29, 1986. It is apparent that additional materials have been added to the road surface, but as shown on the attached inspection sheet, the edges of the material have been cut too deep and the material added to the crown. There appears to be enough base material on the road, but it requires a slight reshaping to conform to county requirements.

The road ditches are being maintained and appear to be adequate in regards to capacity and grade. The traffic signage (stop and street signs) is inadequate for a public street and needs to be addressed.

Sincerely,

Charles G. Crocker

Charles Glen Crocker
Assistant Engineer

CGC:rp

attachments

ATE: 9/29/86

00021

ROAD INSPECTION
FOR

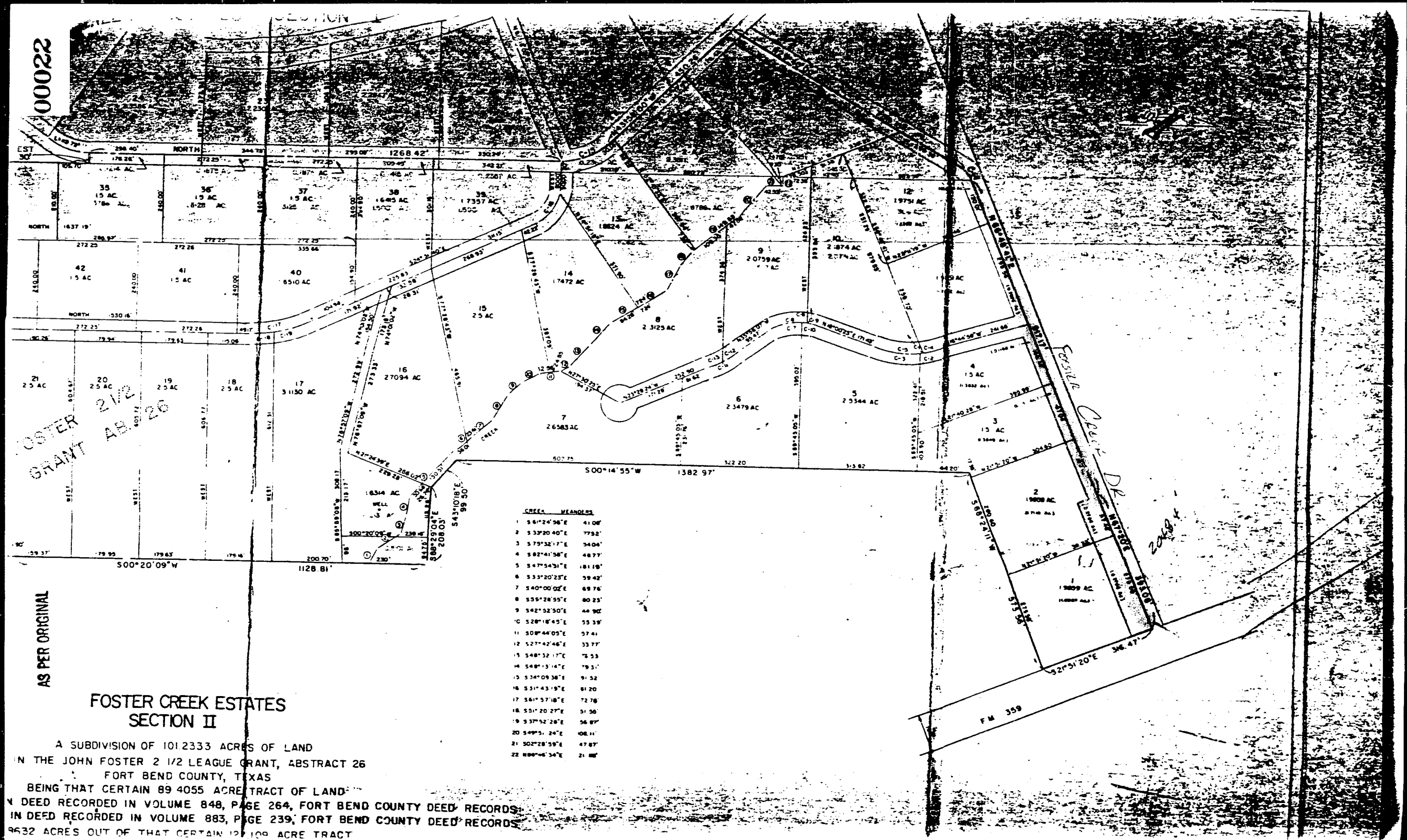
Foster Creek Dr. #1

DATE: 9/29/86

CROSS SECTION LOCATION	CROWN WIDTH (Feet)	BASE MATERIAL WIDTH (Feet)	BASE MATERIAL DEPTH: LEFT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: LEFT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: CENTERLINE DEPTH (Inches)	BASE MATERIAL DEPTH: RIGHT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)	BASE MATERIAL DEPTH: RIGHT SIDE DISTANCE FROM CENTERLINE/ BASE DEPTH (Feet/Inches)
A 1+00	36'	28'	14'/4½"	7'/6"	6½"	7'/7"	14'/5¼"
B 10+00	34'	34'	12'/7¼"	6'/7½"	7"	6'/10"	12'/7½"
C 19+00	31'	24'	12'/5½"	6'/6½"	8"	6'/6"	12'/6½"
D							
E							
F							
G							
H							
I							
J							
K							
L							
M							
N							

STATION 0+00 IS AT: West R.O.W. .ine of Hwy #359

INSPECTOR(S): C. Reid; K. Rohde; M. Twardowski



AS PER ORIGINAL

FOSTER CREEK ESTATES
SECTION II

A SUBDIVISION OF 101.2333 ACRES OF LAND
IN THE JOHN FOSTER 2 1/2 LEAGUE GRANT, ABSTRACT 26
FORT BEND COUNTY, TEXAS
BEING THAT CERTAIN 89.4055 ACRE TRACT OF LAND
IN DEED RECORDED IN VOLUME 848, PAGE 264, FORT BEND COUNTY DEED RECORDS
IN DEED RECORDED IN VOLUME 883, PAGE 239, FORT BEND COUNTY DEED RECORDS
9632 ACRES OUT OF THAT CERTAIN 12[illegible].109 ACRE TRACT

12. AWARD BIDS FOR THE FOLLOWING: (1) UNIFORM HATS FOR SHERIFF'S DEPT. (#86-106); (2) CONCRETE FINISHING WORK FOR PRECINCT 3 (#86-109); AND (3) CONCRETE FOR PRECINCT 3 (#86-110):

Award bid for uniform hats for Sheriff's Dept.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, Commissioners' Court finds that the best bid be awarded to JUST BOOTS/SHEARS, INC. for uniforms hats in the amount of $19.50 for summer hats and $55.00 for winter hats. (Recorded in minutes in full)

Award bid for concrete finishing work for Precinct 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to LOESSIN CONSTRUCTION for concrete finishing work for Precinct 3 in the amount of $.45 per square ft. for Precinct 3. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids for concrete finishing work for Precinct 3 and readvertise with new specifications.

Award bid for concrete for Precinct 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awared to SOUTHWEST TEXAS READYMIX and C.O.D. CONCRETE for bulk concrete for Fort Bend County in the amount of $32.00/$38.00/mileage . (Recorded in minutes in full)

13. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S. AND TAKE ANY ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

RECESS:

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

RECONVENE:

Commissioners' Court reconvened at 2:00 p.m.

14. APPROVE BILLS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize payment of monthly water bill for landfill in the amount of $544.03 due to broken line. Funds to come from Contingency Fund - an emergency is declared.

00024 0032

(12)

PURCHASE OF SUMMER AND WINTER UNIFORM HATS FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT. BID #86-106

COMPANY	BID PRICE SUMMER HATS	BID PRICE WINTER HATS
✓ JUST BOOTS/SHEARS, INC.	$19.50/EA.	$55.00/EA.
CARLS FINE CLOTHING	$23.00/EA.	$65.00/EA.

(12)

00025

AS PER ORIGINAL

TABULATION CONCRETE
BID #86-110

COMPANY	PRICE PER YARD AT PLANT	PRICE PER YARD DELIVERED TO 19310 CANAL RD RICHMOND, TEXAS	CHARGE PER MILE-PLANT TO JOBSITE
✓ SOUTHWEST TEXAS READYMIX, INC. 5243 RANSOM RD. RICHMOND, TEXAS	$32.00	$38.00	$1.00/MILE 1-6 MILES $.50/MILE OVER 6 MILES
✓ C.O.D. CONCRETE 9500 HARWIN HOUSTON, TEXAS	$36.00	$38.00	$.25
ALLIED CONCRETE 1409 AVE G ROSENBERG, TEXAS	NO BID	$38.50	NO BID

TABULATION CONCRETE FINISHING - PCT. #3
BID #86-109

COMPANY	PRICE PER SQUARE FOOT
* LOESSIN CONSTRUCTION 1126 BROOKS ROSENBERG, TEXAS	$.45
** FLOYD CONSTRUCTION 3003 BONNEY BRIAR MISSOURI CITY, TEXAS	$.50

* Bid consists of the following:

A. Pouring concrete parking only.

1. Form setting.
2. Fine grading when grading is within .1 foot 4, 5 & 6" grade.
3. Setting expansion joints.
4. Placement of #4 Stl. 2′ center line 50% tie.
5. Pour concrete from truck, no pumper, screed & finish.
6. Stip forms.
7. No clean up.

** Qualified with the following statement: These services will be included along with the labor to pour and finish concrete. Establish grades with transit and set forms. Put sand on grade inside pour area. Set load transfer devices and expansion joints. Install mat of reinforcing steel on 12" centers. Install plastic chairs and dowel caps.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3 day of November 1986 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: 11-3-86

Time Reconvened: _____

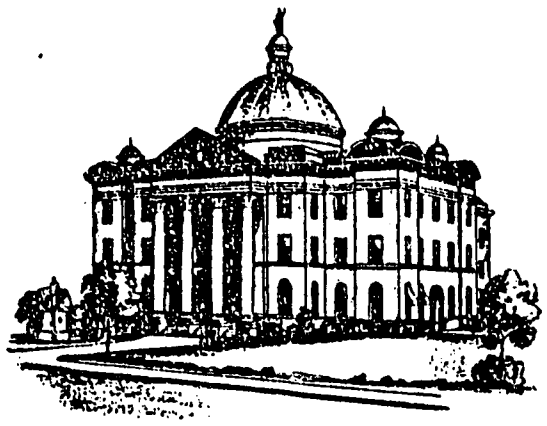
Time Adjourned or Recessed: 2:45

15. 2:00 P.M.-CONSIDER ADOPTION OF 1986 TAX RATE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried with Commissioner Pressley voting no, and Judge Stavinoha voting yes, it is ordered to adopt 1986 tax rate of .3925.

16. ADJOURNMENT:

Commissioners' Court adjourned at 2:45 p.m. Monday, November 3, 1986.



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

October 20, 1986

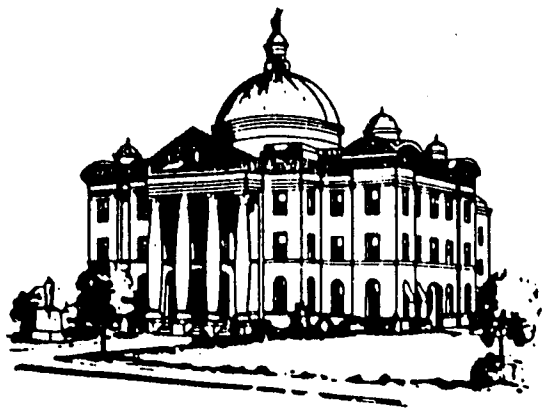
TAX RATE 1986 TAXES

COUNTY TAXES

General Fund	.2140
Road & Bridge	.0737
Jail Sinking	.0035
C/H Sinking	.0011
Annex Sinking	.0094
	.3018 TOTAL COUNTY

LATERAL ROAD / FLOOD CONTROL	.0475
DRAINAGE DISTRICT	.0432
TOTAL OF ALL TAXES	.3925

Office of
Jodie E. Stavinoha
County Judge



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

Richmond, Texas
County of Fort Bend

October 21, 1986

Ms. Marsha Gaines
Tax Assessor/Collector
Fort Bend County
Courthouse Annex
Richmond, Texas 77469

Dear Ms. Gaines:

The following are proposed tax requirements for the 1987 Fort Bend County budget:

COUNTY:

General Fund	$17,419.934	
Road & Bridge	5,965,000	
Debt Service	1,122,803	
TOTAL COUNTY		$24,507,737
FARM TO MARKET & LATERAL ROAD FUND		3,827,141
DRAINAGE DISTRICT MAINT. AVAILABLE FUND		3,530,074
TOTAL COUNTY TAX REQUIREMENT		$31,864,952

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

JES:nl

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 10, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 3, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Convass returns from November 4th General Election.

6. Report on Christmas decorations by the Courthouse Decorating Committee.

7. Marsha Gaines, Tax Assessor/Collector, re: approve dealer bond for Frontier Chrysler-Plymouth.

8. Accept donation of $1,500 for books & materials for library from Fort Bend Telephone Co.

9. Approve official bond & oath for Precinct 4 Commissioner Bob Lutts.

10. Discuss and consider repairs to the Courthouse roof.

11. Approve bills for indigent care and general election expenses.

12. Consider agreement between the County and Sugarland Properties Inc. for dedication of land for Dulles Avenue and future abandonment of certain existing right-of-way.

13. Consider approval of pay request #3 in the amount of $15,711.33 to Underwood Construction Inc. for McCrary Rd. & Jones Creek Bridge.

14. 10:00 a.m. - Hold public hearing and consider creation of Fort Bend Levee Improvement District #8 in Precinct 2.

15. Authorize advertising for bids for a lektriever and allocate funds for same; for 3/4 ton pickup trucks; and for the sale & removal of a house located at 311 So. Third in Richmond.

16. Award bids for the purchase of road sign materials (#86-112) and a hydraulic multi-purpose excavating & grading machine(s) with or without trade-ins (#86-75).

17. Meet in Closed Session to discuss litigation & personnel matters as authorized by Article 6252-17, Section 2(e)&(g), V.T.C.S., and take action, if necessary.

18. 1:30 p.m. - Open bids for high demand books for the Fort Bend County Library System (#86-114); and acknowledge receipt of request for proposals for law enforcement data switcher (#86-113).

19. Adjournment.

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, November 6, 1986 at 3:15 p.m. by N. Lindsey.

FILED FOR RECORD
NO. _____ TIME 3:05 A.M. P.M.

NOV 6 1986

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

REGULAR SESSION

BE IT REMEMBERED That on this 10TH day of NOVEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 3 ,1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 3, 1986 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 budgets for the following:

Constable Precinct #3
Road & Bridge Precinct #3
Road & Bridge Precinct #4

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

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

Data Processing
Extension Service
Constable Precinct #1
Adult Probation

5. CANVASS RETURNS FROM NOVEMBER 4TH GENERAL ELECTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried ,it is ordered to accept official returns from November 4th General Election. (Recorded in minutes in full)

6. REPORT ON CHRISTMAS DECORATIONS BY THE COURTHOUSE DECORATING COMMITTEE:

Joan Shell and Patsy Sabrsula presented a report on decorating the courthouse for Christmas.

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDCET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 10th day of November, 1986 at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December, 1985 the Court heard and approved a budget for the year 1986 for Fort Bend County; and

WHEREAS, an emergency expenditures 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 1986 adopted December, 1985

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	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-0701	Temporary or Extra Help	$28,000.00	$29,600.00	$ 1,600.00
08-02-0048-0700	Salaries & Labor	$959,624.00	$958,024.00	($ 1,600.00)
08-02-0048-7012	Building Repairs	10,000.00	1.306.00	(8,604.00)
08-02-0048-7010	Damages/ Trespass Chg.	3,000.00	35.09	(2,964.91)
08-02-0048-1010	Property & Equipment	433,000.00	413,000.00	(20,000.00)
08-02-0048-4010	Fees & Services	50,000.00	53,000.00	3,000.00
08-02-0048-7003	Lumber & Hardware	10,000.00	9,940.64	(56.36)
08-02-0048-7004	Road Signs	6,000.00	8,500.00	2,500.00
08-02-0048-7005	Gas & Oil	40,000.00	42,000.00	2,000.00
08-02-0048-7006	Tires & Tubes	8,000.00	13,000.00	5,000.00
08-02-0048-7007	Repairs & Parts Shop Supplies	55,000.00	74,125.27	19,125.27

DEPT. HEAD [signature] DATE 11-10-86

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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)
2000 utilities	1064.41	1014.41	(50.00)
4010 fees & services	333.81	383.81	+ 50.00
7006 tires & tubes	519.31	319.31	(200.00)
4011 uniforms	318.77	518.77	+200.00
3020 Rentals	759.34	109.34	(650.00)
1010 Property & Equip	1518.41	2168.41	650.00

DATE: 11/6/86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 10th day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

R & B	DEPT.	FROM	TO	INCREASE (DECREASE)
5031	Road Materials	526,000.00	547,000.00	21,000.00
1010	Prop. & Equip.	70,000.00	50,000.00	-20,000.00
7008	Culverts	18,000.00	10,000.00	- 8,000.00
4010	Fees & Services	25,000.00	39,000.00	14,000.00
3020	Rentals	10,000.00	3,000.00	- 7,000.00

DATE: November 10, 1986

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Charles Miller
Tommy Knowles

Period: Date of Departure 10/20 No. overnight stay
Date of Return 10/22

Purpose of Trip: To attend Computer school.

Places to be Visited: NORTH HOUSTON - SPERRY TRAINING

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

Charles W. Miller
Name

10/17/86
Date

Director of EDP
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

10/17/86
Date

Emergency

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

1) Steve Monk
2) Lupe Palacios

Period: Date of Departure 11/10/86

Date of Return 11/14/86

Purpose of Trip: Detention Management Confe

Places to be Visited: College Station

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

Sterling Moore
Name

11/4/86
Date

Acting Chief
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-10-86
Date

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Lt. David Wm. Green

Period: Date of Departure 10-30-86

Date of Return 10-31-86

Purpose of Trip: Attend Annual Convention of J.P.'s and Constable's Association of South Texas

Places to be Visited: Kingsville, Texas

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

Date

Name

Constable Pct. #1

Title

* *

Approved: Commissioners' Court

County Judge

11-10-86

Date

emergency

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Alfonso Roel (Roy) Gorena

Period: Date of Departure Friday, December 5, 1986 - 6:00 A. M.

Date of Return Tuesday, December 9, 1986 - 7:00 P. M.

Purpose of Trip: To attend State 4-H Workshop on Sheep and the Texas Association of Extension 4-H Agents Board Meeting

Places to be Visited: Texas 4-H Center - Brownwood

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

Name

Date

Title

* *

Approved: Commissioners' Court

County Judge

11-10-86

Date

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Alfonso Roel (Roy) Gorena

Period: Date of Departure Tuesday,November 18,1986-6:00 A.M.

Date of Return Friday,November 21,1986 - 7:00 P. M.

Purpose of Trip: Attend State Extension 4-H Staff Development Workshop

Places to be Visited: Texas 4-H Center - Brownwood, TX

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

[signature]
Name

November 6, 1986
Date

Title

* *

Approved: Commissioners' Court

[signature]
County Judge

11-10-86
Date

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

RECEIVED
NOV 7 1986
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Carol Holub and Mary Shemanski

Period: Date of Departure December 2, 1986

Date of Return December 2, 1986

Purpose of Trip: Attend Seminar "Leadership Skills"

Places to be Visited: Westin Oaks, Houston Tx

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

registration + mileage

Charles W. Miller / Charles W. Miller
Name

November 7, 1986
Date

EDP Director
Title

Funds Available in '86 Budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-10-86
Date

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

PRECINCT STATUS REPORT

		TOTAL	-1-	-2-	-3-	-4-	-5-	
Absentee Ballots		1472	1472	0	0	0	0	
1001	796	797	797	0	0	0	0	
2002	231	225	225	0	0	0	0	
2003	714	714	714	0	0	0	0	
3004	733	733	733	0	0	0	0	
3005	334	334	334	0	0	0	0	
4006	254	253	253	0	0	0	0	
1007	746	740	740	0	0	0	0	
4008	292	292	292	0	0	0	0	
3009	1444	1444	1444	0	0	0	0	
2010	1320	1320	1320	0	0	0	0	
4011	975	978	978	0	0	0	0	
2012	854	854	854	0	0	0	0	
3013	672	674	674	0	0	0	0	
3014	374	374	374	0	0	0	0	
4015	294	294	294	0	0	0	0	
1016	1307	1306	1306	0	0	0	0	
2017	801	801	801	0	0	0	0	
1018	300	300	300	0	0	0	0	
4019	350	349	349	0	0	0	0	
4020	1302	1298	1298	0	0	0	0	
2021	159	159	159	0	0	0	0	
3022	1268	1318	1318	0	0	0	0	signature total = 1321
2023	865	865	865	0	0	0	0	
2024	148	148	148	0	0	0	0	
1025	668	667	667	0	0	0	0	
4026	106	108	108	0	0	0	0	

3027	1009	1012	1012	0	0	0	0
4028	1015	1015	1015	0	0	0	0
4029	1098	1099	1099	0	0	0	0
4030	1048	1038	1038	0	0	0	0
2031	690	696	696	0	0	0	0
3032	1025	1024	1024	0	0	0	0
4033	1580	1581	1581	0	0	0	0
2034	40	40	40	0	0	0	0
2035	587	589	589	0	0	0	0
2036	5	5	5	0	0	0	0
1037	994	996	996	0	0	0	0
1038	318	318	318	0	0	0	0
1039	174	172	172	0	0	0	0
1040	878	879	879	0	0	0	0
4041	934	933	933	0	0	0	0
4042	858	858	858	0	0	0	0
3043	120	120	120	0	0	0	0
2044	46	46	46	0	0	0	0
3045	596	593	593	0	0	0	0
3046	546	546	546	0	0	0	0
4047	571	572	572	0	0	0	0
3048	592	592	592	0	0	0	0
3049	614	614	614	0	0	0	0
3050	524	522	522	0	0	0	0
2051	554	563	563	0	0	0	0
2052	479	475	475	0	0	0	0
3053	331	332	332	0	0	0	0

4054	45	45	45	0	0	0	0
2055	101	102	102	0	0	0	0
2056	251	250	250	0	0	0	0
3057	76	76	76	0	0	0	0
2058	192	190	190	0	0	0	0
2059	51	51	51	0	0	0	0
3060	182	181	181	0	0	0	0
2061	97	96	96	0	0	0	0
4062	402	402	402	0	0	0	0
4063	757	759	759	0	0	0	0
4064	855	847	847	0	0	0	0
4065	194	194	194	0	0	0	0
3066	718	718	718	0	0	0	0
TOTAL OF ALL PRECINCTS		39958	39958	0	0	0	0

FORT BEND COUNTY, TX
GENERAL ELECTION NOVEMBER 4, 1986

Total Number Voting	39958	
U.S. REPRESENTATIVE DIST 22		
*** TOM DeLAY -R	27207	68.08%
SUSAN DIRECTOR -D	10868	27.19%
Total Votes Cast	39958	
Number Under Votes	1867	4.67%
Number Over Votes	16	. 4%

GOVERNOR		
*** BILL CLEMENTS -R	21039	52.65%
MARK WHITE -D	18068	45.21%
THERESA DOYLE -L	328	.82%
————	78	.19%
Total Votes Cast	39958	
Number Under Votes	425	1.06%
Number Over Votes	20	. 5%

LIEUTENANT GOVERNOR		
*** BILL HOBBY -D	23555	58.94%
DAVID DAVIDSON -R	15021	37.59%
BILL HOWELL -L	346	.86%
Total Votes Cast	39958	
Number Under Votes	1026	2.56%
Number Over Votes	10	. 2%

00046

ATTORNEY GENERAL

*** JIM MATTOX -D	19451	48.67%
ROY R. BARRERA, JR -R	19262	48.20%
MIKE STEPHENS -L	367	.91%
Total Votes Cast	39958	
Number Under Votes	864	2.16%
Number Over Votes	14	. 3%

COMPTROLLER OF PUBLIC ACCOUNTS

*** BOB BULLOCK -D	29516	73.86%
GEORGE MEEKS -L	3186	7.97%
Total Votes Cast	39958	
Number Under Votes	7249	18.14%
Number Over Votes	7	. 1%

STATE TREASURER

*** ANN W. RICHARDS -D	29310	73.35%
ROBERT F. REID -L	2769	6.92%
Total Votes Cast	39958	
Number Under Votes	7871	19.69%
Number Over Votes	8	. 2%

COMMISSIONER OF GENERAL LAND OFFICE

*** GARRY MAURO -D	21668	54.22%
M.D. ANDERSON, JR -R	15057	37.68%
HONEY SUE LANHAM -L	715	1.78%
Total Votes Cast	39958	
Number Under Votes	2507	6.27%
Number Over Votes	11	. 2%

COMMISSIONER OF AGRICULTURE

*** JIM HIGHTOWER -D	21488	53.77%
BILL POWERS -R	15750	39.41%
REBECCA REED -L	657	1.64%
Total Votes Cast	39958	
Number Under Votes	2048	5.12%
Number Over Votes	15	. 3%

RAILROAD COMMISSIONER

*** MILTON E. FOX -R	18170	45.47%
JOHN SHARP -D	18003	45.05%
CHLOE "JACK" DANIEL -L	609	1.52%
Total Votes Cast	39958	
Number Under Votes	3163	7.91%
Number Over Votes	13	. 3%

SUPREME COURT, PL 1

*** CHARLES BEN HOWELL -R	18747	46.91%
OSCAR H. MAUZY -D	17704	44.30%
Total Votes Cast	39958	
Number Under Votes	3504	8.76%
Number Over Votes	3	. 0%

SUPREME COURT, PL 2

***	NATHAN E. WHITE,JR -R	18669	46.72%
	ROBERT M. CAMPBELL -D	17085	42.75%
	Total Votes Cast	39958	
	Number Under Votes	4199	10.50%
	Number Over Votes	5	. 1%

SUPREME COURT, PL 3

***	JIM WALLACE -D	26265	65.73%
	WILEY H. RAWLINS -L	3300	8.25%
	Total Votes Cast	39958	
	Number Under Votes	10386	25.99%
	Number Over Votes	7	. 1%

SUPREME COURT, PL 4

***	JOHN L. BATES -R	20390	51.02%
	RAUL A. GONZALEZ -D	15782	39.49%
	Total Votes Cast	39958	
	Number Under Votes	3778	9.45%
	Number Over Votes	8	. 2%

COURT OF CRIMINAL APPEALS PL 1

***	RUSTY DUNCAN -D	25676	64.25%
	Total Votes Cast	39958	
	Number Under Votes	14282	35.74%
	Number Over Votes	0	. 0%

COURT OF CRIMINAL APPEALS PL 2

***	NIKE McCORMICK -D	25595	64.05%
	Total Votes Cast	39958	
	Number Under Votes	14363	35.94%
	Number Over Votes	0	. 0%

COURT OF CRIMINAL APPEALS PL 3

***	MARVIN O. TEAGUE -D	25433	63.64%
	Total Votes Cast	39958	
	Number Under Votes	14525	36.35%
	Number Over Votes	0	. 0%

STATE SENATOR DIST 13

***	CRAIG A. WASHINGTON -D	3848	87.85%
	Total Votes Cast	4380	
	Number Under Votes	532	12.14%
	Number Over Votes	0	. 0%

STATE SENATOR DIST 18

***	BILL LIVINGSTON -R	9066	49.67%
	KEN ARMBRISTER -D	7401	40.55%
	Total Votes Cast	18251	
	Number Under Votes	1778	9.74%
	Number Over Votes	6	. 3%

STATE REPRESENTATIVE DIST 26

***	JIM TALLAS -R	20025	64.73%
	JERRY FISHEL -D	9087	29.37%
	Total Votes Cast	30932	
	Number Under Votes	1816	5.87%
	Number Over Votes	4	. 1%

STATE REPRESENTATIVE DIST 27

***	BUTCH BROTHERS -D	4686	51.91%
	JACK HARRIS -R	3790	41.98%
	Total Votes Cast	9026	
	Number Under Votes	544	6.02%
	Number Over Votes	6	. 6%

CHIEF JUSTICE-COURT OF APPEALS 1ST DIST

***	TOM D. WHITE -R	20002	50.05%
	FRANK G. EVANS - D	16016	40.08%
	Total Votes Cast	39958	
	Number Under Votes	3935	9.84%
	Number Over Votes	5	. 1%

JUSTICE-COURT OF APPEALS 1ST DIST

***	JAMES F. (BUD) WARREN -D	20275	50.74%
	MIKE HJALMARSON -R	15343	38.39%
	Total Votes Cast	39958	
	Number Under Votes	4329	10.83%
	Number Over Votes	11	. 2%

COURT OF APPEALS 14TH DIST PL 1

***	PAUL PRESSLER -D	25353	63.44%
	Total Votes Cast	39958	
	Number Under Votes	14605	36.55%
	Number Over Votes	0	. 0%

COURT OF APPEALS 14TH DIST PL 2

***	WILLIAM E. JUNELL -D	24789	62.03%
	Total Votes Cast	39958	
	Number Under Votes	15169	37.96%
	Number Over Votes	0	. 0%

DISTRICT JUDGE 240TH DIST

***	C.A. DICKERSON -D	19494	48.78%
	BRADY G. ELLIOTT -R	17365	43.45%
	Total Votes Cast	39958	
	Number Under Votes	3087	7.72%
	Number Over Votes	12	. 3%

DISTRICT JUDGE 268TH DIST

***	A. REAGAN CLARK -R	27167	67.98%
	Total Votes Cast	39958	

Number Under Votes	12791	32.01%
Number Over Votes	0	. 0%

FAMILY DIST JUDGE 328TH DIST

*** TOM STANSBURY -R	26029	65.14%
Total Votes Cast	39958	
Number Under Votes	13929	34.85%
Number Over Votes	0	. 0%

CRIMINAL DISTRICT ATTORNEY

*** SAM DICK -R	21738	54.40%
STEVEN JOHN GILBERT -D	14899	37.28%
Total Votes Cast	39958	
Number Under Votes	3314	8.29%
Number Over Votes	7	. 1%

COUNTY JUDGE

*** JODIE E. STAVINOHA -D	20643	51.66%
JIM STOKES -R	17601	44.04%
Total Votes Cast	39958	
Number Under Votes	1707	4.27%
Number Over Votes	7	. 1%

COUNTY COURT AT LAW NO. 1

*** THOMAS R. CULVER,III -R	26025	65.13%
Total Votes Cast	39958	
Number Under Votes	13933	34.86%
Number Over Votes	0	. 0%

COUNTY COURT AT LAW NO. 2

*** WALTER S. McMEANS -R	21189	53.02%
HARRISON GREGG,JR -D	15655	39.17%
Total Votes Cast	39958	
Number Under Votes	3106	7.77%
Number Over Votes	7	. 1%

DISTRICT CLERK

*** GLORY KETELERS -R	19652	49.18%
IRENE WLECZYK -D	16961	42.44%
Total Votes Cast	39957	
Number Under Votes	3340	8.35%
Number Over Votes	4	. 1%

COUNTY CLERK

*** DIANNE WILSON -R	26465	66.23%
Total Votes Cast	39957	
Number Under Votes	13492	33.76%
Number Over Votes	0	. 0%

COUNTY TREASURER

*** KATHY HYNSON -R	20652	51.68%
JAN CHANEY -D	15977	39.98%

Total Votes Cast	39957	
Number Under Votes	3321	8.31%
Number Over Votes	7	. 1%

INSPECTOR OF HIDES AND ANIMALS

*** CHARLES L. MICHULKA -R	25300	63.31%
Total Votes Cast	39957	
Number Under Votes	14657	36.68%
Number Over Votes	0	. 0%

COUNTY COMMISSIONER PCT 2

*** BEN G. DENHAM -D	5784	69.18%
LOUIS W. CUMINGS -R	2129	25.46%
Total Votes Cast	8360	
Number Under Votes	446	5.33%
Number Over Votes	1	. 1%

COUNTY COMMISSSIONER PCT 4

*** BOB LUTTS -R	9774	73.07%
Total Votes Cast	13376	
Number Under Votes	3602	26.92%
Number Over Votes	0	. 0%

JUSTICE OF THE PEACE PCT 1

*** GARY A. GEICK -D	3417	50.97%
SARA L. GLESS -R	2917	43.51%
————	133	1.98%
Total Votes Cast	6703	
Number Under Votes	231	3.44%
Number Over Votes	5	. 7%

JUSTICE OF THE PEACE PCT 2 PL 2

*** GARY "IKE" FREDRICKSON -D	6376	76.26%
GLENN JOHNSON -R	1435	17.16%
Total Votes Cast	8360	
Number Under Votes	547	6.54%
Number Over Votes	2	. 2%

JUSTICE OF THE PEACE PCT 3

*** ROBERT STAHL -R	7941	68.94%
Total Votes Cast	11518	
Number Under Votes	3577	31.05%
Number Over Votes	0	. 0%

JUSTICE OF THE PEACE PCT 4

*** JIM ADOLPHUS -R	9407	70.32%
————	625	4.67%
Total Votes Cast	13376	
Number Under Votes	3343	24.99%
Number Over Votes	1	. 0%

PROPOSITION 1

***	FOR	19963	49.96%
	AGAINST	11745	29.39%
	Total Votes Cast	39957	
	Number Under Votes	8237	20.61%
	Number Over Votes	12	. 3%

PROPOSITION 2

***	FOR	26112	65.35%
	AGAINST	6857	17.16%
	Total Votes Cast	39957	
	Number Under Votes	6982	17.47%
	Number Over Votes	6	. 1%

PROPOSITION 3

***	FOR	22543	56.41%
	AGAINST	9687	24.24%
	Total Votes Cast	39957	
	Number Under Votes	7720	19.32%
	Number Over Votes	7	. 1%

PROPOSITION 4

***	FOR	28166	70.49%
	AGAINST	7037	17.61%
	Total Votes Cast	39956	
	Number Under Votes	4751	11.89%
	Number Over Votes	2	. 0%

STRAIGHT PARTY VOTE

***	DEMOCRAT	6262	15.67%
	REPUBLICAN	5236	13.10%
	LIBERTARIAN	137	.34%
	Total Votes Cast	39957	
	Number Under Votes	28315	70.86%
	Number Over Votes	7	. 1%

TOTAL BALLOTS CAST 39958

TOTAL TYPE 1 BALLOTS 39958

7. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE DEALER BOND FOR FRONTIER CHRYSLER-PLYMOUTH:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve dealer bond for Frontier Chrysler-Plymouth. (Recorded in minutes in full)

8. ACCEPT DONATION OF $1,500 FOR BOOKS & MATERIALS FOR LIBRARY FROM FORT BEND TELEPHONE CO.:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of $1,500 for books and materials for Library from Fort Bend Telephone Co.

9. APPROVE OFFICIAL BOND & OATH FOR PRECINCT 4 COMMISSIONER BOB LUTTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve official bond & oath for Precinct 4 Commissioner Bob Lutts. (Recorded in minutes in full)

10. DISCUSS AND CONSIDER REPAIRS TO THE COURTHOUSE ROOF:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize Ray Bailey Architects, Inc. to determine the repair needs and make final recommendations at a consultant fee not to exceed $3,500 at this time.

Bill Merriman and Don Smith representing Ray Bailey Architects discussed the study completed on the condition of the Courthouse roof.

11. APPROVE BILLS FOR INDIGENT CARE AND GENERAL ELECTION EXPENSES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried with Commissioner Denham absent for vote, it is ordered to approve indigent and general election expenses as presented.

12. CONSIDER AGREEMENT BETWEEN THE COUNTY AND SUGARLAND PROPERTIES INC. FOR DEDICATION OF LAND FOR DULLES AVENUE AND FUTURE ABANDONMENT OF CERTAIN EXISTING RIGHT-OF-WAY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried with Commissioner Pustka voting no, it is ordered to accept agreement between the County and SugarLand Properties Inc. for dedication of land for Dulles Avenue and future abandonment of certain existing right-of-way. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF PAY REQUEST #3 IN THE AMOUNT OF $15,711.33 TO UNDERWOOD CONSTRUCTION INC. FOR McCRARY RD. & JONES CREEK BRIDGE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay request #3 in the amount of $15,711.33 to Underwood Construction Inc. for McCrary Rd. and Jones Creek Bridge. (Recorded in minutes in full)

14. 10:00 A.M. -HOLD PUBLIC HEARING AND CONSIDER CREATION OF FORT BEND LEVEE IMPROVEMENT DISTRICT #8 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to continue Public Hearing and consider Creation of Fort Bend Levee Improvement District #8 on Dec. 8, 1986 at 10:00 a.m.

November 6, 1986

TO: Judge Jodie Stavinoha

FROM: Marsha P. Gaines

SUBJECT: Agenda Item

Please place the following on the agenda for Commissioner's Court Meeting to be held on November 10, 1986:

1. Approval of Dealer Bond #063021-Frontier Chrysler Plymouth

Bond #063021
Account #86802

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

REGIONAL OFFICE—333 NORTH BELT EAST, SUITE 1130, HOUSTON, TEXAS 77060
TELEPHONE (713) 931-9722

DESIGNATED AGENT BOND

THE STATE OF TEXAS
COUNTY OF Fort Bend
KNOW ALL MEN BY THESE PRESENTS:

That we, Robert G. Edenfield, as Principal, and the Universal Underwriters Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Marsha P. Gaines - Collector, Tax Assessor/ ~~his~~/her successors in office, in the sum of Twenty Thousand ---------- ($20,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Prinicipal was on the 21st day of November, 19 86, duly appointed to the office of License Tag Dealer in and for Rosenberg, Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as License Tag Dealer aforesaid, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Dated this 30th day of October, 19 86.

Robert G. Edenfield
Robert G. Edenfield
(Principal)

President
(Title)

Universal Underwriters Ins. Co.
(Surety) (Seal)

By: [signature]
Alan J. Clark Attorney-in-fact

(Witness)

CERTIFIED COPY

AS PER ORIGINAL

00055

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

5115 Oak • Kansas City, Missouri 64112

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNIVERSAL UNDERWRITERS INSURANCE COMPANY, a corporation existing under the laws of the State of Missouri with its Executive Offices located in Kansas City, Missouri, does hereby nominate, constitute and appoint:

M. E. Barge	William D. Henry	M. Edward Miller	Robert Taylor
Alan J. Clark	Gil Jenson	Paul W. Miller	D. M. Willholte
Curtis Claxton	Mike Kendrick	Kenneth D. Sagen	C. J. Wool
Don DesRoches	K. F. LaBarge, Jr.	J. L. Sanders	Argentina Yanez
Stanley L. Deitchle	Gerald J. Lasso	Clifford G. Snow	Michael A. Yorston
Robert B. Fish	Shirley L. Lusher	Jack E. Steinberg	
Dale E. Finch	Donna Maxon	William L. Swink	

Its true and lawful Attorneys-in-Fact with power and authority hereby conferred to sign, seal and execute on its behalf, effective with the date of issuance of this power until revoked, bonds, undertakings or obligations limited in name and amount as follows:

Bid Bonds	$25,000	Defective or Foreign Motor Vehicle Title	$10,000
Performance (Pennsylvania includes labor and material)	$50,000	Occupational Tax	$5,000
Official Inspection Station	$25,000	Construction (Only in connection with Named Insured's premises, maintenance and alterations)	$25,000
Designated Agent	$25,000	Fuel Tax Bonds	$25,000
Motor Vehicle Dealer	$25,000	Employers Bond (Washington)	$10,000
Motor Vehicle Salesman	$25,000	Vehicle Registration Bonds (California)	$5,000
Sales Tax	$25,000		
Utility Payment	$25,000		
Notary Bond (Colorado)	$ 5,000		

and all of the acts of said Attorneys-in-Fact, pursuant to these presents are hereby ratified and confirmed.

This Power of Attorney is signed and sealed under and by the authority of the following resolution adopted by the Board of Directors of the UNIVERSAL UNDERWRITERS INSURANCE COMPANY at a meeting duly called and held on the 25th day of April, 1984:

RESOLVED, that the Corporation hereby extends to each of its three Senior Officers, namely D. P. BRESNAHAN, J. B. MARTIN and H. J. OVERFELT, authority to execute written instruments conferring power of attorney to named individuals to execute Surety bonds on behalf of the Corporation subject to limitation as to amount set forth in the instrument.

RESOLVED FURTHER, that the signature of any one of the foregoing Senior Officers of the Corporation and the attesting signature of the Secretary, or an Assistant Secretary of the Corporation and the Seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the foregoing resolution and the signature of the Secretary or an Assistant Secretary and the Seal of the Corporation may be affixed by facsimile to any Certificate of any such Power. Any such Power or any Certificate thereof bearing any such facsimile signature and Seal shall be valid and binding on the Corporation. Furthermore, any such Power so executed and sealed and certified by Certificate so executed and sealed with respect to any bond or undertaking to which its is attached, continue to be valid and binding on the Corporation.

IN WITNESS WHEREOF, UNIVERSAL UNDERWRITERS INSURANCE COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereto affixed and attested by its officers thereunto duly authorized, this 28th day of May, 1985.

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

J. B. Martin

Senior Vice President

(Seal)

Attest:

Melvin J. Thum

Secretary

STATE OF MISSOURI }
COUNTY OF JACKSON } ss:

On this 6th day of March 1986, before the subscriber, a Notary Public of the State and County aforesaid, duly commissioned and qualified, came the above-named Senior Officer and Secretary of UNIVERSAL UNDERWRITERS INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument; and they each acknowledged the execution of the same; and being by me duly sworn, they severally and each for himself deposed and said that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their signatures as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year first above written.

Darlene M. Freeland

Notary Public

DARLENE M FREELAND
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.

Notary Seal

My Commission Expires ~~MY COMMISSION EXPIRES NOV 7,1987~~
ISSUED THRU MISSOURI NOTARY ASSOC.

DARLENE M. FREELAND NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

CERTIFICATE

I, the undersigned, a secretary of the UNIVERSAL UNDERWRITERS INSURANCE COMPANY, do hereby certify that the Power of Attorney hereinabove set forth is still in full force and effect, and further certify that the Resolution of the Board of Directors, set forth in said Power of Attorney is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 30th day of October, 19 86

Melvin J. Thum, Secretary

00056 0032

DEALERSHIP	PERSON BONDED	BONDING COMPANY	STARTING DATE	ENDING DATE	AMOUNT OF BOND
Frontier Chrysler Plymouth	Robert G. Edenfield	Univeral Underwriters Insurance Company	11-21-86	Until cancelled	$ 20,000.00

Ray Bailey Architects, Inc.

RECEIVED
SEP 29 1986
COUNTY

(10) 00057

0032

23 September 1986

Judge Jodie Stavinoha
P.O. Box 368
Richmond, Texas 77469

Ken Smith

Re: Fort Bend Courthouse Roof
RBAI Project No. 8617

Judge, per your request, we have made a trip to the Courthouse to investigate conditions and problems at the existing roof. We are enclosing a copy of some general recommendations and comments based upon our observations. Please note that these observations are based upon a limited investigation, and are not intended to be all-encompassing.

RBAI recommends that the County retain a professional roofing maintenance contractor to perform the work and to assume responsibility for the repairs. In addition to the problem areas noted, the Contractor should prepare a proposal for repair of any other items he sees to be in need of attention.

This preliminary investigation is only the first step in resolving the problems with the roof. As a next step, we recommend that a qualified sheet metal roofer be contacted to examine the roof along with RBAI and County representatives in order to confirm our preliminary findings. We can suggest the following roofers as being worthy of consideration for this work:

-Dave Seline Roofing Company
713/225-5157
Dave Seline

-Seline Sheetmetal Works
713/747-0712
Ross Seline

-Byrne Sheetmetal Inc.
713/723-2356
Jim Byrne

-Antex Roofing
713/872-6690
Augie Belchar

4100 South Shepherd
Suite 100
Houston, Texas 77098-5399

P.O. Box 6508
Houston, Texas 77265-6508

713 524-2155

Refer to the attached sheets for a list of areas and items noted to be in need of repair and/or attention. We will await your decision on whether or not to proceed with the next phase of this investigation. Please feel free to call if you have any questions.

Best regards,

Richard Harper, AIA
Senior Associate

RH/gs

Enclosures

Ray Bailey Architects, Inc.

P.O. Box 6503
Houston, Texas 77265-6503

713 524 2155

FIELD NOTES

Date: 17 September 1986
Project Name: Ft. Bend Co. Courthouse Roof
Project Number: 8617
Time: 2:30 P.M.
Weather: Partly Cloudy 90°

In Attendance: Richard Harper, RBAI
Don Smith, RBAI
George Beran, Ft. Bend County

Observations: Investigation of areas of the roof in need of repair/attention (item numbers are keyed into attached photographs):

1. PROBLEM: Deterioration of bituminous material and standing water in pitch pans; edge of pan has been cut and pulled down to allow drainage from pan, but has left a gap between edge of pan and mastic.

   RECOMMENDATION: Straighten lips of all pitch pans and fill to top of lips with new pitch mastic.

2. PROBLEM: Leaking roof at dome/cupola, primarily at area directly underneath "Miss Liberty" statue.

   RECOMMENDATION: Install collection pan and drain underneath opening to statue, and route drain line to nearest fan coil unit drain line.

3. PROBLEM: Broken "supra-slate" roofing tiles at hip ridges adjacent to small domes (from foot traffic climbing over ridges).

   RECOMMENDATION: Remove existing shingles and re-roof with new copper adjacent to small domes to form a "walkway" either side of ridge.

4. PROBLEM: Surface blisters in parapet wall membrane waterproofing. Glass fabric or substrate may have been damp prior to topcoating.

   RECOMMENDATION: No action at this time, since membrane appears to be in serviceable condition.

5. PROBLEM: Solder seams are cracking and separating at copper work, allowing water penetration into the attic.

   RECOMMENDATION: Seal all soldered copper seams with clear silicone sealant per manufacturer's recommendations.

6. PROBLEM: Shingle roof appears to be leaking at ridge adjacent to dome wall; dome base flashing at shingles has a very short return under the shingles (4" to 6"); caulking at flashing is non-elastic.

6. RECOMMENDATION: Remove existing flashing, replace with new copper flashing with 12" minimum return underneath shingles. Reseal all reglet joints and shingle to flashing joints with suitable sealant. Step flashing should be installed with a lock joint between individual pieces of flashing, with hemmed edges for increased wind resistance.

7. PROBLEM: Dome windows and flashing are deteriorating and rotting.

   RECOMMENDATION: At the very least reseal joints between wood frames and masonry wall to prevent direct moisture entry to cupola. If possible, replace damaged wood windows and frames.

8. PROBLEM: Base and counter flashing missing or damaged at several areas along copper walls; sealant missing or non-elastic in numerous locations.

   RECOMMENDATION: Remove and replace all damaged/missing flashing and reseal with suitable sealant.

9. PROBLEM: Cracks in mortar joints at structural (bell support, etc.) penetrations in dome wall.

   RECOMMENDATION: Remove mortar to a depth of about 1/2", install backer rod and sealant around penetration.

10. PROBLEM: Ridge caps at "supra-slate" roof are loose or missing in several areas.

    RECOMMENDATION: Remove existing ridge shingles, install new flashing and install new ridge shingles per manufacturer's recommendations. Seal ridge shingles with suitable sealant (all four edges).

11. PROBLEM: Rust at structural steel equipment supports.

    RECOMMENDATION: Remove all rust, prime and paint with Tnemec 50-330 paint.

12. PROBLEM: Standing water at built-up roof just south of the roof hatch.

    RECOMMENDATION: Scrape back gravel, dry out, build up roofing with felt and hot moppings of bitumen flood coats and regravel as required to slope to drain.

13. PROBLEM: Covers/strainers missing or loose at roof drains; gravel, debris, etc. embedded in bitumen inside drain.

    RECOMMENDATION: Install new roof drains and/or strainers in existing locations.

12 00061
p-6 0032

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

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

October 23, 1986

The Honorable Alton Pressley
County Commissioner
Precinct #3
Fort Bend County, Texas

Re: Agreement Between the County of Fort Bend and Sugar Land Properties, Incorporated; Dulles Avenue Dedication

Dear Commissioner Pressley:

Reference is made to this office's letter of September 30, 1986, addressed to you concerning the above stated matter. Enclosed please find a copy of a letter dated October 16, 1986, from Mr. Stanley L. Kucherka stating that, in his department's opinion, the County is receiving land in greater value than the right-of-way it is abandoning.

It is the opinion of this office that, based upon the findings of the County Engineer's Office, when all parties are ready for the exchange, Fort Bend County may conclude this matter.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:hl
Attachment

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Bob Lutts
Mr. Stanley Kucherka, County Engineer

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

October 16, 1986

Larry Wagenbach
Fort Bend County District Attorney's Office
400 South Sixth Street
Richmond, Texas 77469

Re: Dulles Avenue and Lester Road Easements

Dear Mr. Wagenbach,

Attached please find copies of metes and bounds descriptions of "21.515 Acres Proposed Dulles Avenue from Sugar Land Railway Company to (the B.R.A.) Canal" and "15.020 Acres Abandonment of Existing Lester Road from Sugar Land Railway Company to (the B.R.A.) Canal", marked Exhibits "a" and "B" respectively. The existing right-of-way is variable in width with a maximum of 70 feet (±), and the proposed is a uniform 100 foot width.

While portions of the proposed easement do in fact overlay the existing easement, there is a total increase of 6.495 acres over the existing acreage being dedicated to the County by instrument for Dulles Avenue. Since the existing and proposed right-of-way is either common or overlay areas or areas immediately adjoining the existing right-of-way, the fact that the County is receiving an additional 6.495 acres makes it obvious that the County is receiving land of greater value than the existing right-of-way land.

Sincerely,

Stanley L. Kucherka, Jr., P.E.
Drainage District Manager/Engineer

SLKjr/jm
enclosures

November 4, 1986

Commissioner Alton Pressley
Precinct. 3
P.O. Box 52
Sugar Land, Texas 77478

RE: Dulles Road Dedication
Lester Road Abandonment

Dear Commissioner Pressley:

Please find enclosed the executed agreement for the above referenced item. This document incorporates the revisions requested by Mr. Larry Wagenbach, Assistant District Attorney. I have sent Mr. Wagenbach a copy of this document. If this agreement meets with your approval, please place the item on the agenda for approval at the next convenient Commissioners Court meeting. Thank you for your cooperation in this important matter.

Sincerely,

Kent S. Puckett
Director of Development
and Property Management

KSP:cac

Enclosure

cc: Mr. Larry Wagenbach

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0032

AGREEMENT

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "COUNTY" and by and through Sugarland Properties, Incorporated, a Texas corporation, hereinafter referred to as "SPI" and Larry J. Schulgen, Trustee, hereinafter referred to as "SCHULGEN".

WHEREAS, Schulgen desires to dedicate a portion of land, described in Exhibit "A" attached hereto, to the County, and SPI further desires to construct all improvements thereon for Dulles Avenue;

WHEREAS, upon completion of the improvements by SPI, the County desires to abandon the land described in Exhibit "B" attached hereto ("Lester Road");

WHEREAS, it is the desire of the County, Schulgen and SPI that this agreement is subject to the terms, conditions, and requirements of Article 5421c-12, Vernon's Texas Civil Statutes; and,

WHEREAS, Schulgen agrees that the property to be exchanged described in Exhibit "A" is equal to or greater than the fair maret value of the property described in Exhibit "B".

NOW, THEREFORE, in consideration of mutual understandings and agreements set forth herein, the County, Schulgen and SPI agree as follows:

1. SPI shall construct improvements on the land described in Exhibit "A" attached hereto and prior to or upon completion of said construction, Schulgen shall dedicate said land to County as part of Dulles Avenue.

2. County shall, after the construction of the improvements on the land described in Exhibit "A" attached hereto has been completed and the same has been certified by the County Engineer to meet county standards, accept said improvements into the County Road Maintenance System.

Return to Eldo

3. After the County has accepted the hereinbefore described property into the County Road Maintenance System, the County then will abandon and exchange the property described in Exhibit "B" attached hereto in consideration of the exchange, provided, however, the terms and conditions of this exchange are subject to the terms and conditions of Article 5421c-12, Vernon's Texas Civil Statutes.

4. Once the improvements to Dulles Avenue are completed and the dedication has been accepted by the County, the County will maintain said improvements at its own cost and expense.

5. County, Schulgen and SPI agree to execute and deliver all further instruments and documents, and to take all further action that may be necessary or desirable, in order to properly dedicate Dulles Avenue and abandon Lester Road.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha

NAME: Jodie E. Stavinoha

TITLE: County Judge

DATE: 11-10-86

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

SUGARLAND PROPERTIES, INCORPORATED

BY: Les A. Newton KSP

NAME: LES A. NEWTON

TITLE: SENIOR VICE PRESIDENT

DATE: 10/30/86

LARRY J. SCHULGEN, TRUSTEE

BY: Carl. Schu

NAME: LARRY J. SCHULGEN

TITLE: TRUSTEE

DATE: Oct. 20, 1986

AS PER ORIGINAL

January 7, 1986
Job No. 244-0743-56

DESCRIPTION OF
21.515 ACRES
PROPOSED DULLES AVENUE
FROM SUGARLAND RAILWAY COMPANY
TO CANAL

Being a 21.515 acre tract of land located in the William Stafford League, Abstract 89, Fort Bend County, Texas, more particularly being a portion of that certain 1304.5746 acre tract of land conveyed to Sugarland Properties Incorporated by instrument of record in Volume 1014, Page 726, and a portion of that certain 627.74 acre tract of land described as "PARCEL GREEN" by instrument of record in Volume 529, Page 458, both of the Deed Records of Fort Bend County, Texas, said 21.515 acre tract of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

BEGINNING at the southeast corner of a tract of land conveyed to American Canal Company by instrument of record in Volume 225, Page 516 of the Deed Records of Fort Bend County, Texas, same being the intersection of the south line of said American Canal Company tract of land with the westerly right-of-way line of Lester Road;

Thence, South 84° 38' 02" East, 35.32 feet to a point for corner;

Thence, North 02° 24' 50" West, 21.09 feet to a point for corner;

Thence, South 85° 19' 14" East, 35.27 feet to a point for corner;

Thence, South 02° 24' 40" East, 14.69 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 07° 09' 43", having a radius of 1950.00 feet and an arc length of 243.75 feet to a point for corner;

Thence, South 09° 34' 23" East, 116.46 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 07° 09' 43", having a radius of 2050.00 feet and an arc length of 256.25 feet to a point for corner;

Thence, South 02° 24' 40" East, 4841.13 feet to a point for corner, the beginning of a curve;

EXHIBIT A

21.515 Acres

January 7, 1986
Job No. 244-0743-56

AS PER ORIGINAL

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 21° 24' 09", having a radius of 2765.00 feet and an arc length of 1032.85 feet to a point for corner, the beginning of a reverse curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 20° 48' 38", having a radius of 2865.00 feet and an arc length of 1040.61 feet to a point for corner, the beginning of a compound curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 39° 34' 15", having a radius of 2277.27 feet and an arc length of 1572.77 feet to a point for corner;

Thence, South 36° 34' 03" West, 294.57 feet to a point for corner on the northeasterly right-of-way line of a tract of land conveyed to Sugarland Railway Company by instruments of record in Volume 72, Page 351 and Volume 62, Page 586, both of the Deed Records of Fort Bend County, Texas;

Thence, North 53° 25' 44" West, along said northeasterly right-of-way line, 100.00 feet to a point for corner;

Thence, departing said northeasterly right-of-way line, North 36° 34' 03" East, 294.56 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 39° 34' 15", having a radius of 2177.27 feet and an arc length of 1503.71 feet to a point for corner, the beginning of a compound curve;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 20° 48' 38", having a radius of 2765.00 feet and an arc length of 1004.29 feet to a point for corner, the beginning of a reverse curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 21° 24' 09", having a radius of 2865.00 feet and an arc length of 1070.21 feet to a point for corner;

Thence, North 02° 24' 40" West, 4841.13 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 07° 09' 43", having a radius of 1950.00 feet and an arc length of 243.75 feet to a point for corner;

21.515 Acres

AS PER ORIGINAL

January 7, 1986
Job No. 244-0743-56

Thence, North 09° 34' 23" West, 116.46 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 07° 09' 43", having a radius of 2050.00 feet and an arc length of 256.25 feet to a point for corner;

Thence, North 02° 24' 40" West, 6.83 feet to a point for corner on the south line of aforementioned American Canal Company tract of land;

Thence, South 84° 38' 02" East, along said south line, 30.28 feet to the POINT OF BEGINNING and containing 21.515 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

AS PER ORIGINAL

June 20, 1986
Job No. 244-0743-19

DESCRIPTION OF
15.020 ACRES
ABANDONMENT OF EXISTING LESTER ROAD
FROM SUGARLAND RAILWAY COMPANY
TO CANAL

Being a 15.020 acre tract of land located in the William Stafford League, Abstract 89, Fort Bend County, Texas, said 15.020 acre tract of land being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone);

BEGINNING at the southeast corner of a tract of land conveyed to American Canal Company by instrument of record in Volume 225, Page 516 of the Deed Records of Fort Bend County, Texas, same being the intersection of the southerly line of said American Canal Company tract of land with the westerly right-of-way line of existing Lester Road;

Thence, South 84° 38' 02" East, 35.32 feet to a point for corner;

Thence, North 02° 24' 50" West, 21.09 feet to a point for corner in the southerly line of a tract of land conveyed to American Canal Company by instrument of record in Volume 240, Page 260 of the Deed Records of Fort Bend County, Texas;

Thence, with said southerly line, South 85° 19' 14" East, 35.27 feet to a point for corner in the easterly right-of-way line of existing Lester Road;

Thence, with said easterly right-of-way line, the following three (3) courses:

1. South 02° 24' 50" East, 1537.19 feet to a point for corner;

2. South 02° 20' 52" East, 4338.34 feet to a point for corner;

3. South 02° 19' 25" East, 3505.30 feet to a point for corner in the northeasterly right-of-way line of a tract of land conveyed to Sugarland Railway Company by instruments of record in Volume 72, Page 351 and Volume 62, Page 586, both of the Deed Records of Fort Bend County, Texas;

EXHIBIT B

15.020 Acres

AS PER ORIGINAL

June 20, 1986
Job No. 244-0743-19

Thence, with said northeasterly right-of-way line, North 53° 25' 44" West, 89.94 feet to a point for corner in the westerly right-of-way line of said existing Lester Road;

Thence, with said westerly right-of-way line, the following three (3) courses:

1. North 02° 19' 25" West, 3448.80 feet to a point for corner;
2. North 02° 20' 52" West, 4338.34 feet to a point for corner;
3. North 02° 24' 50" West, 1525.15 feet to the POINT OF BEGINNING and containing 15.020 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

FILED

'86 NOV 24 A8:56

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

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

NOV 26 1986

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

Underwood Construction, Inc.
P.O. BOX 1109 PEARLAND, TEXAS 77588-1109 (713) 485-7656

AS PER ORIGINAL

(13)

00071

0032

October 31, 1986

Fort Bend County Commissioner's Court
Fort Bend County
P.O.Box 368
Richmond, Texas 77469

Attn: Mr. C.G. Crocker, Assistant County Engineer

Re: McCrary Road and Jones Creek Bridge

Gentlemen:

With reference to the above project, please consider this as our estimate #3 as follows:

Total Contract	$121,703.40
Change Order No.1	11,444.00
Total Revised Contract	$133,147.40
Total Work Completed to Date	$133,147.40
Less Previous Estimates 1&2	117,436.07
Total Amount Due	$ 15,711.33

If you have any questions or need any additional information, please contact me.

Sincerely,

M. D. Underwood
President

RECEIVED
NOV 6 1986
COUNTY JUDGE

15. AUTHORIZE ADVERTISING FOR BIDS FOR A LEKTRIEVER AND ALLOCATE FUNDS FOR SAME; FOR 3/4 TON PICKUP TRUCKS; AND FOR THE SALE & REMOVAL OF A HOUSE LOCATED AT 311 SO. THIRD IN RICHMOND:

Authorize for bids for a lektriever and allocate funds for same:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for a lektriever for County Clerk and allocate funds from Revenue Sharing.

Advertise for 3/4 ton pickup trucks:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for 3/4 ton pickup trucks.

Advertise for the sale & removal of a house located at 311 So. Third in Richmond:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for the sale and removal of a house located at 311 So. Third in Richmond.

16. AWARD BIDS FOR THE PURCHASE OF ROAD SIGN MATERIALS (#86-112) AND A HYDRAULIC MULTI-PURPOSE EXCAVATING & GRADING MACHINE(S) WITH OR WITHOUT TRADE-INS (#86-75):

Award bid for purchase of road sign material:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to all vendors who submitted bid based upon availability and price at time of order, for road sign construction. (Recorded in minutes in full)

Award bids for hydraulic multi-purpose excavating & grading machine(s) with or without trade-ins:

Postponed

17. MEET IN CLOSED SESSION TO DISCUSS LITIGATION & PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

RECESS:

Commissioners' Court recessed at 12:30 p.m.

RECONVENE:

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

18. 1:30 P.M.-OPEN BIDS FOR HIGH DEMAND BOOKS FOR THE FORT BEND COUNTY LIBRARY SYSTEM (#86-114); AND ACKNOWLEDGE RECEIPT OF REQUEST FOR PROPOSALS FOR LAW ENFORCEMENT DATA SWITCHER (#86-113):

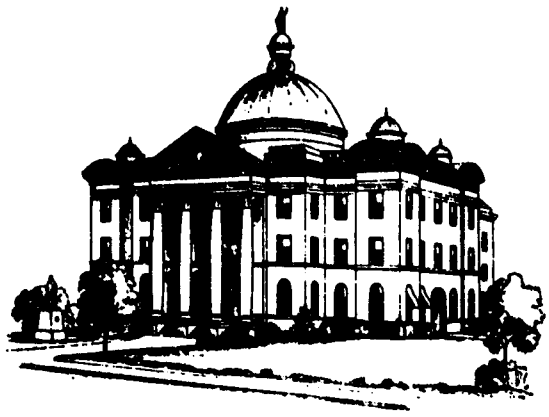
Open bid for high demand books for the Fort Bend County Library System:

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

(15)

00073

Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas

County of Fort Bend

November 5, 1985

TO: COUNTY JUDGE
COMMISSIONERS

FROM: DIANNE WILSON

The word is that there is no revenue sharing funds for 1987, therefore, I request that funds be allocated from Capitol Outlay EP-17 for the purchase of a Lektriever. I currently have two and will need another one by February. The cost is approximately $15,500 and authorization to advertise for bid is required. (Requires 90 days from order to delivery)

This item was discussed during budget hearings and was taken out of my budget to be purchased from 1987 revenue sharing funds, if available, or excess funds from previous years.

I must have additional files space and the Lektriever is the best and least expensive method of file storage.

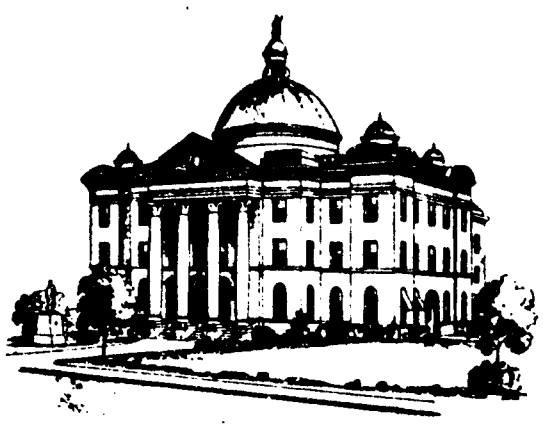
cc: John Hammett
Joyce Tompkins
Kathy Hynson

SESQUICENTENNIAL
1836-1986 ©

16/1

00074

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

October 29, 1986

Each Member Commissioners Court
Fort Bend County
Richmond, Texas

We request Commissioners Court find the following companies to be approved vendors for road sign construction materials based upon availability and price at time of order:

U. S. Standard Co., Inc.
Smith Municipal, Inc.
SA-SO Sign Co., Inc.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

Award to all vendors

TABULATION FOR ROAD SIGN MATERIALS
BID #86-112

1. SIGN POST, TUBULAR STEEL, 2-3/8" DIA. GALVANIZED BRIGHT:

PRICE EACH POST

COMPANY:	CRABTREE		ASI SIGNS		US STANDARD		SMITH MUN.		* HILL SIGNS		** SA-SO SIGNS		S.W. PIPE	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-1000	OVER 1000
10', .065" wall	9.75	8.95	18.50	17.00	11.71	10.97	10.25	8.90	N/B	N/B	6.97	6.02	7.80	5.70
10', .080" wall	12.95	11.95	21.00	19.00	15.91	14.88	N/B	N/B	N/B	N/B	7.90	7.62	9.40	6.90
12', .065" wall	10.85	10.05	N/B	N/B	13.33	12.47	11.50	9.10	N/B	N/B	N/B	N/B	9.36	6.84
12', .080" wall	14.39	13.85	25.00	23.00	18.30	17.11	N/B	N/B	N/B	N/B	9.54	9.21	11.28	8.28

2. SIGN POST, FLANGED U-CHANNEL, IN BUNDLES OF 5 GALVANIZED:

PRICE EACH POST

COMPANY:	CRABTREE		ASI SIGNS		US STANDARD		SMITH MUN.		HILL SIGNS		SA-SO SIGNS		S.W. PIPE	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-1000	OVER 1000
8', 2 lb/ft.	10.96	9.37	17.00	16.00	9.60	9.04	12.66	11.73	N/B	N/B	8.41	8.11	N/B	N/B
10', 2 lb/ft.	13.70	11.72	18.00	17.00	12.00	11.30	13.45	12.50	N/B	N/B	10.22	9.85	N/B	N/B
12', 2 lb/ft.	16.42	13.52	22.00	20.00	14.40	13.56	15.10	14.25	N/B	N/B	12.32	11.87	N/B	N/B
12', 3 lb/ft.	24.62	21.08	N/B	N/B	20.70	19.48	19.25	15.90	N/B	N/B	N/B	N/B	N/B	N/B

3. SIGN POST, FLANGED U-CHANNEL, IN BUNDLES OF 5, GREEN:

PRICE EACH POST

COMPANY:	CRABTREE		ASI SIGNS		US STANDARD		SMITH MUN.		HILL SIGNS		SA-SO SIGNS		S.W. PIPE	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-1000	OVER 1000
8', 2 lb/ft.	8.34	7.16	11.00	10.00	7.36	6.93	8.75	7.90	N/B	N/B	6.62	6.40	N/B	N/B
10', 2 lb/ft.	10.43	8.95	13.50	12.50	9.20	8.66	10.50	8.90	N/B	N/B	7.98	7.70	N/B	N/B
12', 2 lb/ft.	12.41	10.75	16.00	15.00	11.04	10.39	12.00	11.00	N/B	N/B	9.64	9.30	N/B	N/B
12', 3 lb/ft.	18.78	16.12	24.00	22.00	16.31	15.35	19.50	17.50	N/B	N/B	14.20	13.70	N/B	N/B
12', 4 lb/ft.	26.90	23.06	32.00	30.00	18.79	17.45	24.50	21.00	N/B	N/B	20.65	19.91	N/B	N/B

4. SIGN BLANKS, ALUMINUM, UNPAINTED, .080" THICKNESS:

PRICE EACH SIGN

COMPANY:	CRABTREE		ASI SIGNS		US STANDARD		SMITH MUN.		HILL SIGNS		SA-SO SIGNS		S.W. PIPE	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-1000	OVER 1000
OCTAGON:														
24" X 24"	6.50	6.10	20.00	18.00	5.85	5.40	6.75	6.10	6.20	5.31	N/B	N/B	N/B	N/B
30" X 30"	9.90	9.46	31.00	29.00	9.14	8.44	9.25	8.75	9.64	8.17	N/B	N/B	N/B	N/B
36" X 36"	13.98	13.17	45.00	41.00	13.16	12.15	12.50	12.00	13.86	11.96	N/B	N/B	N/B	N/B
TRIANGLE:														
30" X 30" X 30"	5.89	5.49	N/B	N/B	3.12	4.09	6.25	5.25	5.27	4.48	N/B	N/B	N/B	N/B
36" X 36" X 36"	7.71	7.32	N/B	N/B	6.50	6.02	7.50	7.00	7.53	6.50	N/B	N/B	N/B	N/B
36" X 48" X 48"	10.46	10.00	N/B	N/B	8.96	8.29	11.50	11.00	12.54	10.75	N/B	N/B	N/B	N/B

00076

COMPANY:	CRABTREE		ASI SIGNS		US STANDARD		SMITH MUN.		* HILL SIGNS		** SA-SO SIGNS		S.W. PIPE	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50	1-1000	OVER 1000
RECTANGULAR:														
12" X 6"	1.70	1.60	N/B	N/B	.79	.73	.90	.85	.94	.80	N/B	N/B	N/B	N/B
12" X 18"	3.00	2.85	8.50	8.00	2.37	2.20	2.71	2.33	2.71	2.33	N/B	N/B	N/B	N/B
18" X 24"	5.40	5.12	15.50	14.50	4.73	4.40	5.75	5.25	5.48	4.62	N/B	N/B	N/B	N/B
21" X 15"	4.35	3.96	N/B	N/B	3.45	3.20	5.75	5.25	3.97	3.32	N/B	N/B	N/B	N/B
24" X 6"	1.99	1.89	6.00	5.50	1.58	1.47	1.55	1.35	1.84	1.58	N/B	N/B	N/B	N/B
24" X 8"	2.82	2.55	N/B	N/B	2.10	1.95	1.75	1.55	2.25	2.02	N/B	N/B	N/B	N/B
24" X 10"	3.68	3.43	N/B	N/B	2.63	2.44	1.95	1.75	2.82	2.53	N/B	N/B	N/B	N/B
24" X 12"	3.98	3.73	N/B	N/B	3.16	2.93	2.50	2.25	3.37	3.03	N/B	N/B	N/B	N/B
24" X 30"	8.51	7.99	25.50	24.50	7.89	7.33	8.10	7.65	9.10	7.67	N/B	N/B	N/B	N/B
30" X 6"	2.65	2.42	8.00	7.50	1.97	1.83	2.50	2.25	2.23	1.92	N/B	N/B	N/B	N/B
30" X 36"	13.15	12.66	N/B	N/B	11.83	10.99	11.50	11.00	13.65	11.50	N/B	N/B	N/B	N/B
36" X 6"	3.00	2.85	8.50	8.00	2.37	2.20	3.50	2.95	2.75	2.36	N/B	N/B	N/B	N/B
36" X 12"	5.85	5.45	N/B	N/B	4.73	4.40	5.75	5.25	5.48	4.62	N/B	N/B	N/B	N/B
36" X 24"	10.26	9.80	N/B	N/B	9.47	8.80	9.25	8.90	10.91	9.19	N/B	N/B	N/B	N/B
48" X 18"	10.60	10.20	N/B	N/B	9.47	8.80	8.50	7.95	10.15	9.13	N/B	N/B	N/B	N/B
48" X 24"	14.60	14.08	N/B	N/B	12.62	11.72	12.50	11.95	14.64	12.33	N/B	N/B	N/B	N/B
48" X 30"	18.38	17.73	N/B	N/B	15.78	14.65	17.50	16.90	18.43	15.22	N/B	N/B	N/B	N/B
48" X 36"	22.88	21.95	N/B	N/B	18.93	17.58	22.00	19.00	21.86	18.27	N/B	N/B	N/B	N/B
60" X 24"	19.81	19.05	N/B	N/B	15.78	14.65	21.50	18.75	16.92	15.22	N/B	N/B	N/B	N/B
60" X 30"	23.80	22.90	N/B	N/B	19.72	18.31	24.50	22.50	21.16	19.04	N/B	N/B	N/B	N/B
60" X 36"	28.26	27.15	N/B	N/B	22.53	21.98	29.50	28.25	25.39	22.85	N/B	N/B	N/B	N/B
SQUARE (DIAMOND):														
24" X 24"	6.95	6.65	20.00	19.00	6.31	5.86	7.50	6.95	7.28	6.13	N/B	N/B	N/B	N/B
30" X 30"	10.45	10.15	31.00	30.00	9.86	9.16	9.50	9.00	11.28	9.51	N/B	N/B	N/B	N/B
36" X 36"	15.94	15.05	N/B	N/B	14.20	13.19	19.50	21.50	16.25	13.69	N/B	N/B	N/B	N/B
CIRCLE:														
36"	15.02	14.60	N/B	N/B	12.90	11.89	19.50	17.50	14.62	12.19	N/B	N/B	N/B	N/B

* $1000.00 MIN. **500 LB. MIN.
60 DAY DELIVERY 5-7 DAY DELIVERY

BID ITEM PURCHASE OF HIGH DEMAND BOOKS

BID NUMBER 86-114

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
BAKER AND TAYLOR	✓
BRODART	✓
INGRAM BOOK COMPANY	✓
QUALITY BOOKS, INC.	

A) Baker and Taylor
B) Brodart
C) Ingram Book Company

Acknowledge receipt of request for proposals for law enforcement data switcher:

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

A) Sperry Corp. Info. Group

19. ADJOURNMENT:

Commissioners' Court adjourned at 2:30 p.m., Monday, November 10, 1986.

BID ITEM RFP FOR LAW ENFORCEMENT DATA SWITCHER

RFP NUMBER 86-113

VENDORS NOTIFIED BY LETTER

COMPANY	PROPOSAL SUBMITTED
ALL COMPUTER	
AMERADA MAERKETING CORP	
AMERICAN NATIONAL COMPUTER SUPPLY	
APPLICATION DEVELOPMENT SERVICES	
A-TEK	
BLANCO CROSSING	
BUSINESSLAND, INC.	
CHAMPION COMPUTERS, INC.	
COMPURITE	
COMPUTER CRAFT	
COMPUTER EXPO	
COMPUTER LAND	
COMPUTER POST	
COMPUTER POWER SOLUTIONS	
CONTINENTAL COMPUTERS	
CONTROL DATA	
CPT OF HOUSTON	
CRITERA	
CYPHER-TECH	
DEAN WILLIAMS BUSINESS SYSTEMS	
DELTA COMPUTEC, INC.	
DIGITAL EQUIPMENT CORP.	
EAST BERNARD COMPUTER SERVICE, INC.	
ECZEL	
ENTRE COMPUTER CENTER	
FIDELITY SYSTEMS	
GRAMMCO	
HONEYWELL INFORMATION SYSTEMS	
HOUSTON STEP	
IBM	
IISCOM	
INFORMA	
LBH	
MARKLIN CORP	
MEMOREX CORP	
MICHAEL K. VARGO CO., INC.	
MICRO DIMENSIONS, INC.	
MICRO EXCHANGE	
MICRO PRODUCTS UNLIMITED	
MISUMA, INC.	
MOORE BUSINESS CENTER	
NCR	
NIX DORS COMPUTER	

AS PER ORIGINAL

00080

OEI BUSINESS FORM
PCAS, INC.
PERIDAT INTERNATIONAL
PRIME COMPUTER, INC.
R. ASSOCIATES, INC.
RADIO SHACK
RJK KELLER CO.
SHIELDS BUSINESS MACHINES
SIBLEY & ASSOCIATES
SOFTEC COMPUTER CENTER
SPERRY CORP INFO GROUP
STARWOOD
STORAGE TECHNOLOGY
STEP COMPUTER MEDIA
SUPER TEC
TECHNOLOGY SERVICES, INC.
TELEX COMPUTER PRODUCTS
TEXAS COMPUTER SYSTEMS
THE AMERCIAN NAT'L COMPUTER SUPPLY
THE PROFESSIONAL COMPUTER GROUP
THOMAS ENGINEERING CO.
UARCO, INC.
UNICO
UNITED BUSINESS MACHINES

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 17, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 10, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Consider approval of invoice in the amount of $70,350 to Christopher DiStefano & Assoc. for architectural services on proposed annex building.

6. Consider approval of pre-application for grant from the Federal Aviation Agency for the purchase of County airport.

7. Approve plat for Weston Lakes--Bradford on the Bend, Section 2 in Precinct 4.

8. Consider setting a hearing date on partial replat of Mission Bend, San Miguel, Section 7 in Precinct 3.

9. Authorize advertising for bids for microfilming system and allocate funds for same; also authorize advertising for bids for janitorial service for Courthouse Complex; mowing of County right-of-ways; and bread for County Jail/Juvenile Detention.

10. Consider accepting bid for high demand books for library system (#86-114).

11. Consider renewal of bids for cleaning supplies and publications for library.

12. Consider application from General Telephone Co. to lay cable along Juliff-Manvel Rd. in Precinct 2.

13. 1:30 p.m. - Open bids for concrete reinforcing steel (Bid #86-124).

14. Approve bills.

15. Adjournment.

FILED FOR RECORD
NO. _____ TIME: 3:10 A.M. P.M.

NOV 13 1986

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, November 13, 1986 at 3:20 pm by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 17TH day of NOVEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 10, 1986:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 10, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with 1ST NATIONAL ROSENBERG and TEXAS CAPITAL.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

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

FM/LR PRECINCT #2
DISTRICT ATTORNEY
PERSONNEL
VEHICLE MAINTENANCE
CONSTABLE PRECINCT #3

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

None

5. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $70,350 TO CHRISTOPHER DISTEFANO & ASSOC. FOR ARCHITECTURAL SERVICES ON PROPOSED ANNEX BUILDING:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve invoice in the amount of $70,350 to Christopher DiStefano & Assoc. for architectural services on proposed annex building. (Recorded in minutes in full)

Chris DiStefano discussed the status of the annex.

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 500,000,

Federal Nat'l Mortgage

Receipt # 442505

Due Date 11/10/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

~~Release~~ Pledge $ 300,000,

New Caney ISD

Receipt # 643153 LMQ

Due Date 2/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 700,000,

Federal Nat'l Mortgage

Receipt # 630434

Due Date 11/10/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____

Receipt # _____

Date Due _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 150,000,

Fed Home Loan Bank

Receipt # 442491

Due Date 11/25/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____

Receipt # _____

Due Date _____

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Vehicle Maintenance DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries	107,644.00	109,444.00	1800.00
Social Security	2,717.00	2,847.00	130.00
Retirement	2556.00	2,682.00	126.00
Property & Equipt.	15,800.00	13,744.00	(2,056.00)

DATE: 11-14-86

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 10th day of November, 1986 at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December, 1985 the Court heard and approved a budget for the year 1986 for Fort Bend County; and

WHEREAS, an emergency expenditures 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 1986 adopted December, 1985

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:

F/M & L/R	DEPT.	FROM	TO	INCREASE (DECREASE)
12-06-0062-7003	Lumber and Hardware	$50,000.00	$48,000.00	($2,000.00)
12-06-0062-7007	Repair & Parts	$90,000.00	$92,000.00	$2,000.00

DATE: 11-10-86

DEPT. HEAD [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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)
7006 tires & tubes	419.31	399.31	(20.00)
7020 repairs - radio equip	256.00	276.00	+20.00

DATE: 11/18/86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

DEPT.	FROM	TO	INCREASE (DECREASE)
District Attorney			
Law Books	10,000.00	11,000.00	1,000.00
Property & Equip	12,100.00	11,100.00	(1,000.00)

DATE: 11/05/86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Administrative Coor./ Personnel Director	DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0007 4010 Fees and Services		525.00	125.00	-400.00
10 50 0007 1062 Office Supplies		7000.00	7400.00	+ 400.00

DATE: November 3, 1986

DEPARTMENT HEAD: Richard Sellers

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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00089

INVOICE ITEM FOR COURT AGENDA, MONDAY, NOVEMBER 17,1986:

0032

TO: Hon. Jodie Stavoniha, County Judge
Ft. Bend County Commissioners Court
P.O. Box 368
Richmond, TexaS 77469

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

DATE: October 22, 1986

RE: ARCHITECTURAL SERVICES

PROJECT: COUNTY COURTHOUSE ANNEX II

Estimated cost: $6,000,000
Architect fee @ 7%: $420,000 *

COMPLETION OF PRELIMINARY DESIGN PHASE @ 35% of Fee:

(420,000 x 35%)	$ 147,000
Less previous payment:	(76,650)

NOW DUE ARCHITECT: $ 70,350

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

RECEIVED
OCT 23 1986
COUNTY JUDGE

6. CONSIDER APPROVAL OF PRE-APPLICATION FOR GRANT FROM THE FEDERAL AVIATION AGENCY FOR THE PURCHASE OF COUNTY AIRPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, Commissioner Pustka voting no and Judge Stavinoha voting yes, it is ordered to submit a pre-application for federal assistance to the Houston-Galveston Area Council for the purchase of county airport. (Recorded in minutes in full)

Bob Lutts explained the pre-application and grant process.

7. APPROVE PLAT FOR WESTON LAKES-BRADFORD ON THE BEND, SECTION 2 IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Weston Lakes-Bradford on the Bend, Section 2 in Precinct 4. Plat, Letter of Credits and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

8. CONSIDER SETTING A HEARING DATE ON PARTIAL REPLAT OF MISSION BEND, SAN MIGUEL, SECTION 7 IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set hearing date on partial replat of Mission Bend, San Miguel, Section 7 for December 8, 1986 at 11:00 a.m.

9. AUTHORIZE ADVERTISING FOR BIDS FOR MICROFILMING SYSTEM AND ALLOCATE FUNDS FOR SAME; ALSO AUTHORIZE ADVERTISING FOR BIDS FOR JANITORIAL SERVICE FOR COURTHOUSE COMPLEX; MOWING OF COUNTY RIGHT-OF-WAYS; AND BREAD FOR COUNTY JAIL/JUVENILE DETENTION:

Advertise for bids for microfilming system and allocate funds for for same:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for microfilming system for Auditor's office and allocate approximately $25,000 from Revenue Sharing EP-17.

Advertise for bids for janitorial service for Courthouse complex:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for janitorial service for Courthouse complex and other offices.

Advertise for mowing of County right-of-ways:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for mowing of County right-of-ways and bread for County Jail/Juvenile Detention.

10. CONSIDER ACCEPTING BID FOR HIGH DEMAND BOOKS FOR LIBRARY SYSTEM (#86-114):

Postponed.

OMB Approval No. 0348-0006 (6)

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [x] PREAPPLICATION
- [ ] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE Year month day 19

3. STATE APPLICATION IDENTIFIER NOTE: TO BE ASSIGNED BY STATE
a. NUMBER 00091
b. DATE ASSIGNED Year month day 19

Leave Blank 0032

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County, Texas
b. Organization Unit:
c. Street/P.O. Box: P.O. Box 368
d. City: Richmond
e. County: Fort Bend
f. State: Texas
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): Commissioner Bob S. Lutts (713) 346-1432

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

6. PROGRAM (From CFDA)
a. NUMBER 20.106
MULTIPLE [ ]
b. TITLE AIP

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Purchase of Houston Hull Airport by Fort Bend County, Texas

8. TYPE OF APPLICANT/RECIPIENT
A—State
B—Interstate
C—Substate Organization
D—County
E—City
F—School District
G—Special Purpose District
H—Community Action Agency
I—Higher Educational Institution
J—Indian Tribe
K—Other (Specify):
Enter appropriate letter D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Texas: Fort Bend & Harris Counties, Houston, all Ft. Bend Co. cities.

10. ESTIMATED NUMBER OF PERSONS BENEFITING
900,000

11. TYPE OF ASSISTANCE
A—Basic Grant
B—Supplemental Grant
C—Loan
D—Insurance
E—Other
Enter appropriate letter(s) A

12. PROPOSED FUNDING

a. FEDERAL	$19,800,000.00
b. APPLICANT	2,200,000.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. Total	$22,000,000.00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT: Texas 22nd Dist
b. PROJECT: Texas 22nd.

14. TYPE OF APPLICATION
A—New
B—Renewal
C—Revision
D—Continuation
E—Augmentation
Enter appropriate letter A

15. PROJECT START DATE Year month day
Immediate 19

16. PROJECT DURATION
1 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars
B—Decrease Dollars
C—Increase Duration
D—Decrease Duration
E—Cancellation
F—Other (Specify):
Enter appropriate letter(s)

18. DATE DUE TO FEDERAL AGENCY ► Year month day 19

19. FEDERAL AGENCY TO RECEIVE REQUEST
F.A.A.
a. ORGANIZATIONAL UNIT (IF APPROPRIATE)
Airports District Office (Hou.)
b. ADMINISTRATIVE CONTACT (IF KNOWN)
Stan Lou
c. ADDRESS
8800 Paul B. Koonze, Rm. 225
Houston, Tx. 77061

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER
N/A

21. REMARKS ADDED
[X] Yes [ ] No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 11-4-86
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 [x]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: JODIE E. STAVINOHA, Fort Bend County Judge
b. SIGNATURE: Jodie E. Stavinoha

24. APPLICATION RECEIVED Year month day 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

SECTION III—FEDERAL AGENCY ACTION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE► Year month day 19

30. STARTING DATE Year month date 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE Year month date 19

33. REMARKS ADDED
[ ] Yes [ ] No

11. CONSIDER RENEWAL OF BIDS FOR CLEANING SUPPLIES AND PUBLICATIONS FOR LIBRARY:

Consider renewal of bids for cleaning supplies:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to renew cleaning supplies with ROSENBERG JANITORIAL SUPPLY for another 6 months.

Consider renewal of publications for library system:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to renew publications for library system with all successful vendors for various publications at library for another year.

12. CONSIDER APPLICATION FROM GENERAL TELEPHONE CO. TO LAY CABLE ALONG JULIFF-MANVEL RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept permit application from General Telephone Co. to lay cable along Juliff-Manvel Rd. in Precinct 2. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:00 a.m.

RECONVENE:

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

13. 1:30 P.M. - OPEN BIDS FOR CONCRETE REINFORCING STEEL (BID #86-124):

No bids received for concrete reinforcing steel.

14. APPROVE BILLS:

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to approve fire material expenditures due to a fire call. Funds to come from Fire Fund.

15. ADJOURNMENT:

Commissioners' Court adjourned at 1:37 p.m., Monday, November 17, 1986.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17th. day of November, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of General Telephone Company dated November 3, 1986, permit no. 80781 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Tutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kuchar
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned copies 11/19/86

Appl. # 80781

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

November 12, 1986
Date

x (1) Complete Application Form

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

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

00095

General Telephone Company of the Southwest
Drawer AA
Stafford, Texas 77477

November 3, 1986

County Commissioner's of Fort Bend County
% County Judge
Richmond, Texas 77469

ROW 3 - Arcola - 5404 - W. O. E-7E0117. E-RNJ: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-7E0117. If you have any questions concerning this order, please contact Rick Jenkins 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.

Rick N. Jenkins
Project Coordinator

Enc

RECEIVED
NOV 6 1986
COUNTY JUDGE

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)

00096

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80781

Formal notice is hereby given that General 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
County Road 57	~~At FM 521~~ NA	40'	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
~~County~~ WALLIFF-MANVEL Road ~~57~~	At FM 521	East	60'

General Description

Cable to be placed at 36 inces minimum cover. Right of Way to be restored to original or better condition. 4" PVC Conduit to be placed in Road Bore.

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: General Telephone Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Rick N. Jenkins
(Signature)

NAME & TITLE Rick Jenkins-Proj. Coordinator
(Please Print)

DATE: November 3, 1986
ADDRESS Drawer AA
(Street/P.O. Box)

Stafford, Texas 77477
City State Zip

TELEPHONE NO: 713-499-8602

5404 - E-7E0117

BID ITEM: CONCRETE REINFORCING STEEL

BID NUMBER: 86-124

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALLIED CONCRETE	
COD CONCRETE, INC.	
CORTEZ CONCRETE	
G.A. CULVER CONCRETE CO.	
GIFFORD-HILL	
HOUSTON SHELL & CONCRETE	
KATY STEEL	
SOUTHWEST READY MIX, INC.	
TEXAS INDUSTRIES, INC.	
TOWN & COUNTRY CONCRETE	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 12 day of November, 1986 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

*****APPROVED*****

County Auditor

Date:

Time Reconvened:

Time Adjourned or Recessed:

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 24, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 17, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Mr. Roman Bohachevsky, County Librarian, re: accept gift in the amount of $1,225 for purchase of audio-visual equipment from Fun-Run proceeds; and accept bid for high-demand books for library system (bid #86-114).

6. Consider acceptance of Minute Order #85060 (FM-1092 from U.S. 59 to U.S. 90-A) and Minute Order #85061 (FM-1093 from FM-1464 to S.H.-6) from State Dept. of Highways & Public Transportation.

7. Consider application of resolution supporting the extension of FM-1464.

8. Advertise for bids for dump trucks.

9. Consider joining Texas Association of Counties' insurance pool for Comprehensive General Liability and Automobile Liability coverage.

10. Consider the closing of Harlem Road for bridge construction.

11. Accept check from City of Fulshear for reimbursement for materials for Precinct 4.

12. Consider agreement for watchman at Precinct 3 maintenance facility.

13. Accept bid for law enforcement data switcher; and consider advertising for bids for data processing software (funds are available).

14. Consider application from Fort Bend Telephone Co. to lay cable along and under Hicks Rd. in Precinct 2.

15. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2 (e)&(f), V.T.C.S. and take action, if necessary.

16. 1:30 p.m. - Open bids for the following: (1) Office supplies (#86-115). (2) Janitorial service for the George Memorial Library (#86-116) and (3) Uniforms for the Sheriff's Dept. (#86-117).

17. 1:45 p.m. - Consider replatting High Meadows Subdivision, Section 1 in Precinct 4; and consider approval of plats for The Market at First Colony and Cinco Ranch A-1, A-2, A-3, A-4, A-8, A-9, B-1, B-4, B-5 & D-2 in Precinct 3.

18. 2:00 p.m. - Drainage District Board will convene. (Separate agenda posted)

29. Adjournment.

FILED FOR RECORD
NO. _____ TIME 2:50 AM PM

NOV 20 1986

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

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

I certify that this agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, Richmond, Texas on Thursday, Nov. 20, 1986 at 3:00 p.m. by D. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, NOVEMBER 24, 1986
2:00 O'CLOCK P.M.

1. Consider invoice in the amount of $20,000 and status report from Espey, Huston & Associates, Inc. on the County's Master Drainage Study.

2. Discuss Drainage District's monthly report.

3. Adjournment.

FILED FOR RECORD
NO. _____ TIME 2:50 AM

NOV 20 1986

Jeanne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, November 20, 1986 at 3:00 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 24TH day of NOVEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

A letter from the Texas Justice Court Training Center was entered into the minutes in reference to Judge Mary S. Ward and Judge Robert Stahl having completed a twenty hour course in the duties of the office of Justice of Peace.

1. APPROVE MINUTES OF MEETING OF NOVEMBER 17, 1986:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 17, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

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

CONSTABLE PRECINCT #2,4 & 1
JUSTICE OF PEACE, PRECINCT #4
TAX ASSESSOR/COLLECTOR
ANIMAL CONTROL
SHERIFF
FM/LR PRECINCT #4
HEALTH DEPARTMENT
EMERGENCY MANAGEMENT

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

Moved by Commissioner Pressley, to approve out-of-town travel for EMS and Animal Control.

Motion fail due to lack of a second.

Moved by Commissioner Pressley, to approve EMS out-of-town travel request.

Motion fail due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for Animal Control only.

A
00102

0032

TEXAS JUSTICE COURT TRAINING CENTER

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

November 19, 1986

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

Dear Judge Stavinoha:

During the week of November 11-14, 1986, Judges Mary S. Ward and 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 and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

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

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

Sincerely,

Scott C. Smith
Executive Director

RECEIVED
NOV 20 1986
COUNTY JUDGE

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Emergency Management DEPT.	FROM	TO	INCREASE (DECREASE)
0701 Conferences	4,678.00	5,071.72	393.72
1010 Property and Equipment	12,000.00	11,000.00	(1000.00)
1062 Office Supplies	2,000.00	2,606.28	606.28
2.			
	18,678.00	18,678.00	0000.00

DATE: 10-19-86

DEPARTMENT HEAD: Mel L Speed

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

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

TAX OFFICE	DEPT.	FROM	TO	INCREASE (DECREASE)
Property & Equipment (1010)		35,000.00 $17,177.70	$ .00	($17,177.70)
Office Supplies (1062)		~~$33,797.18~~ 60,000	~~$50,974.88~~ 102,849.70	$17,177.70

60,000
25,672
85,672
17 17770
102 849.70

DATE: 11/18/86

DEPARTMENT HEAD: Laurie Gaines

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

Sheriff 0027	DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0027 4011 - Uniforms	55536	55,536.00	52,336.00	(3,200.00)
10 50 0027 3020 - Rentals	14,596	14,596.00	15,796.00	1,200.00
10 50 0027 2050 - Medicine/Med. Svc.	36,145	36,145.00	38,145.00	2,000.00
10 50 0027 7019 - Repairs/Maint/Mtr. Equip	90,000	90,000.00	88,000.00	(2,000.00)
10 50 0027 7006 - Tires/Tubes	15,599	15,599.00	17,599.00	2,000.00

DATE: 11/20/86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November 1986, 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 [redacted], the Court heard and approved a budget for the year 1986 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 1986, adopted [redacted].

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. 2 DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries 1050-0024-0200	109,217.00	106,617.00	(-2,600.00)
Prop. & Equip. 1050-0024-1010	2,000.00	4,200.00	+2,200.00
Office supplies 1050-0024-1062	3,100.00	3,500.00	+ 400.00

DATE: 11-14-86

DEPARTMENT HEAD: W.C. Todd

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of Nov., 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

0022 J.P. #4	DEPT.	FROM	TO	INCREASE (DECREASE)
Extra Help	-1050 0022 0201	$7900.00	$4900.00	D-(3000.00)
Property & Equipment	-1050 0022 1010	$4200.00	$400.00	D-(3800.00)
Office Supples	-1050 0022 1062	$5000.00	$7800.00	I-2800.00
Rentals	-1050 0022 3020	$20,000.00	$24,000.00	I-4000.00

DATE: 11-19-86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

On this the 24 day of November, 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:

DEPT. #	FROM	TO	INCREASE (DECREASE)
Animal Control Utilities 2000	12500.00	12000.00	(500.00)
Repair & Maint. Mtr. Equipt. 7019	4000.00	4500.00	500.00

DATE: 11/13/86

DEPARTMENT HEAD: C. Reeves

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of Nov, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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:

Constable Pct. 4 DEPT 26	FROM	TO	INCREASE (DECREASE)
Education Expense #4014	250.00	175.00	(75.00)
Gas & Oil	6000.00	5600	(400.00)
Uniforms #4011	750.00	825.00	75.00
Repair & Maint Auto 7019	1,000.00	1400.00	400.00
Office Supplies #1062	3400.00	3275.93	(124.07)
Property & Equip #1010	31,428.00	31,552.07	124.07

DATE: 17 Nov 86

DEPARTMENT HEAD: Ring

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 #1 0023 DEPT.	FROM	TO	INCREASE (DECREASE)
Fees and Services	400.00	200.00	(200.)
Uniforms	2,000.00	2,200.00	200.

DATE: 11-21-86

DEPARTMENT HEAD: Lt. Sail Wm. C for H. Hitiej 1

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

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

On this the 24 day of November, , at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on ,the Court heard and approved a budget for the year for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted

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:

7/m/LR

Precinct #4 DEPT.	FROM	TO	INCREASE (DECREASE)
Weed & Tree Killer 12 08 0064 9020	15,000.00	10,000.00	(5,000.00)
Gas & Oil 12 08 0064 7005	110,000.00	100,000.00	(10,000.00)
Repairs & Parts 12 08 0064 7007	120,000.00	135,000.00	15,000.00

DATE: November 24, 1986

DEPT. HEAD Bob Lutts

THE COUNTY OF FORT BEND

BY: J. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 24 day of November 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Health DEPT.		FROM	TO	INCREASE (DECREASE)
Repairs + Parts/Mtr. Equipt.	7019	1000.00	500.00	(500.00)
Fees + Services	4010	6,000.00	6500.00	+ 500.00

DATE: 11/24/86

DEPARTMENT HEAD: Helen Lois Whitten

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

ANN DUBAY

Period: Date of Departure 3-9-87

Date of Return 3-11-87

Purpose of Trip: ANIMAL CONTROL ADMINISTRATIVE COURSE

Places to be Visited: MEAT INSPECTION TRAINING CENTER - YOAKUM TEXAS

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

Cindi Reeves
Name

11-17-86
Date

SUPERVISOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-24-86
Date

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

5. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: ACCEPT GIFT IN THE AMOUNT OF $1,225 FOR PURCHASE OF AUDIO-VISUAL EQUIPMENT FROM FUN-RUN PROCEEDS; AND ACCEPT BID FOR HIGH-DEMAND BOOKS FOR LIBRARY SYSTEM (BID #86-114):

Accept gift in the amount of $1,225 for purchase of audio-visual equipment from fun-run proceeds:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept gift in the amount of $1,225 for purchase of audio-visual equipment.

Accept bid for high-demand books for Library system:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to INGRAM for high-demand books for Library system. (Recorded in minutes in full)

6. CONSIDER ACCEPTANCE OF MINUTE ORDER #85060 (FM-1092 FROM U.S. 59 TO U.S. 90-A) AND MINUTE ORDER #85061 (FM-1093 FROM FM-1464 TO S.H.-6) FROM STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Minute Order #85060 (FM-1092 from U.S. 59 to U.S. 90-A) with notation that this involves roads totally within the City of Stafford. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Minute Order #85061 (FM-1093 from FM-1464 to S.H.-6) from State Dept. of Highways & Public Transportation. (Recorded in minutes in full)

7. CONSIDER APPLICATION OF RESOLUTION SUPPORTING THE EXTENSION OF FM-1464:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept application resolution in support the extension of FM-1464 to FM 2759 (Clodine Rd. to Crabb River Rd.) (Recorded in minutes in full)

John Loberg representing Lexington Development Corp. discussed the extension of FM 1464 to US 59.

8. ADVERTISE FOR BIDS FOR DUMP TRUCKS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for dump trucks.

9. CONSIDER JOINING TEXAS ASSOCIATION OF COUNTIES' INSURANCE POOL FOR COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried ,it is ordered to approve application for possible inclusive into Texas Association of Counties' Insurance pool for Comprehensive General Liability and Automobile Liability coverage. (Recorded in minutes in full)

10. CONSIDER THE CLOSING OF HARLEM ROAD FOR BRIDGE CONSTRUCTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to close Harlem Road for bridge construction for 90 days.

00115
0032
AS PER ORIGINAL

5

HIGH DEMAND BOOKS FOR THE FORT BEND COUNTY LIBRARY SYSTEM. BID #86-114

	DISCOUNTS OFFERED FOR:			BID INCLUDE:				
COMPANY	TRADE BOOKS	SHORT DISCOUNT	MASS MARKET PAPERBACK	PHONE ORDERS	10 DAY DELIVERY	WEEKLY MICROFICHE	MONTHLY CATALOGS	BUY BACK PLAN
✓ INGRAM	40%	Varies ?	40%	YES	YES	YES	YES	YES
BAKER & TAYLOR	43.2%	5.0%	38%	YES	YES	?	YES	NOT STATED
BRODART	41.5%	UP TO 41.5%	35%	YES	YES	?	?	NO

RESOLUTION

WHEREAS, the State Department of Highways & Public Transportation is preparing plans for construction on FARM TO MARKET ROAD 1092 from U.S. Highway 59 to U.S. Highway 90A; and

WHEREAS, it has been determined that the City of Houston, City of Stafford, and the Counties of Harris and Fort Bend will be responsible for right-of-way, utility adjustments, and curb and gutter and storm sewers; and

WHEREAS, their Minute Order No. 85060 was presented this date to the Fort Bend County Commissioners Court for consideration, and is hereby approved.

PASSED AND APPROVED this 24th day of November 1986.

FORT BEND COUNTY COMMISSIONERS COURT

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

RESOLUTION

WHEREAS, the State Department of Highways & Public Transportation is preparing plans for construction on FARM TO MARKET ROAD 1093 from FM-1464 to State Highway 6; and

WHEREAS, it has been determined that the City of Houston and the Counties of Harris and Fort Bend will be responsible for right-of-way, utility adjustments, and curb and gutter and storm sewers; and

WHEREAS, their Minute Order No. 85061 was presented this date to the Fort Bend County Commissioners Court for consideration, and is hereby approved.

PASSED AND APPROVED this 24th day of November, 1986.

FORT BEND COUNTY COMMISSIONERS COURT

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

COMMISSION
ROBERT C. LANIER, CHAIRMAN
ROBERT M. BASS
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

November 12, 1986

IN REPLY REFER TO
DE

Fort Bend and Harris Counties
and the Cities of Houston
and Stafford
FM 1092: From US 59
To US 90A
Minute Order No. 85060

RECEIVED
NOV 14 1986
COUNTY JUDGE

Hon. Jodie E. Stavinoha
County Judge, Fort Bend County
P. O. Box 368
Richmond, Texas 77469-0368

Dear Judge Stavinoha:

Attached is a copy of the subject Minute Order passed by the Commission on October 29, 1986.

You will note that acceptance by Fort Bend County within 90 days from the date of the Minute Order is required before the Minute Order can become operative. In this connection, we will appreciate receiving two certified copies of resolution setting forth the action taken by the Commissioners Court.

If you have any questions regarding this matter, please contact Mr. James Grayson, District Program Engineer, of this office at (713)869-4571.

Sincerely,

Milton M. Dietert
District Engineer
District No. 12

MMD:jdb
Attachment
cc: Mr. Grayson

1836 TEXAS SESQUICENTENNIAL 1986

Form 330-A
Rev. 2-76

00117

0032

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

MINUTE ORDER

FORT BEND & HARRIS County

District No. 12

DEPT. HWY. & PUBLIC TRANS.
RECEIVED
NOV 4 1986
DIST 12 HOUSTON

WHEREAS, in FORT BEND AND HARRIS COUNTIES on FARM TO MARKET ROAD 1092 from U. S. Highway 59 to U. S. Highway 90A, the State Department of Highways and Public Transportation is preparing plans for construction; and

WHEREAS, Minute Order 84990 dated September 24, 1986 was tendered to the Cities of Houston and Stafford for construction of continuous curb and gutter and storm sewers, etc.; and

WHEREAS, it has been determined that Harris County will also be responsible for curb and gutter and storm sewers, etc.; and

WHEREAS, the estimated cost was incorrectly shown as $7,780,000 and should be $8,700,000;

NOW, THEREFORE, Minute Order 84990 is hereby cancelled and the Engineer-Director is directed to tender the following proposal to the Cities of Houston and Stafford and Fort Bend and Harris Counties:

Provided the Cities and Counties will:

1. Furnish all right of way clear of obstructions and free of cost to the State according to the policies of the State Department of Highways and Public Transportation with acquisition procedures to be in accordance with applicable Federal and State laws governing the acquisition policies for real property.

2. Provide for adjustment of utilities as may be required.

Form 330-B Rev. 5-85

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

AS PER ORIGINAL 00118

FORT BEND & HARRIS County

MINUTE ORDER

District No. 12

0032

Provided the Cities and Harris County will:

1. Provide for the construction of continuous curb and gutter where none now exist, storm sewers, etc. all as may be necessary for a complete project with the exception of pavement and its support.

2. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreements and agree to regulate traffic and prevent encroachment on the right of way all in accordance with governing policies and regulations of the Department.

The State Department of Highways and Public Transportation will:

1. Provide for construction at an estimated cost of $8,700,000.

2. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreements.

Upon acceptance of the provisions of this Order by the appropriate officials of Fort Bend and Harris Counties and the Cities of Houston and Stafford, the Engineer-Director is directed to proceed with development of plans for construction and after the Counties and Cities have fulfilled their responsibilities, proceed with construction in the most feasible and economical manner financing the cost with funds previously approved in Category 3 of the 4 Year Letting Schedule of the 10 Year Project Development Plan.

This Order shall become operative upon acceptance by Fort Bend and Harris Counties and the Cities of Houston and Stafford and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Submitted by:

(Title) Administrative Assistant

Approved

Examined and recommended by:

Deputy Director

Engineer-Director

Approved:

Commissioner

Commissioner

Commissioner

Minute Number 85060

Date Passed OCT 29 86

90 days 1-27-87

Note. This form is to be submitted in quintuplicate.

COMMISSION

ROBERT C. LANIER, CHAIRMAN
ROBERT M. BASS
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

November 12, 1986

IN REPLY REFER TO

DE

Fort Bend and Harris Counties
and the City of Houston
FM 1093: From FM 1464
To SH 6
Minute Order No. 85061

Hon. Jodie E. Stavinoha
County Judge, Fort Bend County
P. O. Box 368
Richmond, Texas 77469-0368

Dear Judge Stavinoha:

Attached is a copy of the subject Minute Order passed by the Commission on October 29, 1986.

You will note that acceptance by Fort Bend County within 90 days from the date of the Minute Order is required before the Minute Order can become operative. In this connection, we will appreciate receiving two certified copies of resolution setting forth the action taken by the Commissioners Court.

If you have any questions regarding this matter, please contact Mr. James Grayson, District Program Engineer, of this office at (713)869-4571.

Sincerely,

Milton M. Dietert
District Engineer
District No. 12

MMD:jdb
Attachment
cc: Mr. Grayson

RECEIVED
NOV 17 1986
COUNTY JUDGE

1836 SESQUICENTENNIAL 1986

Form 330-A
Rev. 2-76

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

AS PER ORIGINAL

00120

MINUTE ORDER

0032

FORT BEND & HARRIS County

District No. 12

NOV 4 1986
DIST 12 HOUSTON

WHEREAS, in FORT BEND AND HARRIS COUNTIES on FARM TO MARKET ROAD 1093 from Farm to Market Road 1464 to State Highway 6, the State Department of Highways and Public Transportation is preparing plans for construction; and

WHEREAS, Minute Order 84991 dated September 24, 1986 was tendered to Fort Bend and Harris Counties and the City of Houston for right of way and utility adjustments and to the City of Houston for construction of continuous curb and gutter and storm sewers, etc.; and

WHEREAS, it has been determined that the City and Counties will be responsible for right of way, utility adjustments and curb and gutter and storm sewers;

NOW, THEREFORE, Minute Order 84991 is hereby cancelled and the Engineer-Director is directed to tender the following proposal to Fort Bend and Harris Counties and the City of Houston:

Provided the Counties and/or City will:

1. Furnish all right of way clear of obstructions and free of cost to the State according to the policies of the State Department of Highways and Public Transportation with acquisition procedures to be in accordance with applicable Federal and State laws governing the acquisition policies for real property.

2. Provide for adjustment of utilities as may be required.

Form 3274 Rev. 5-85

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

00121

FORT BEND & HARRIS County

District No. 12

MINUTE ORDER

0032

3. Provide for the construction of continuous curb and gutter where none now exist, storm sewers, etc. all as may be necessary for a complete project with the exception of pavement and its support.

4. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreements and agree to regulate traffic and prevent encroachment on the right of way all in accordance with governing policies and regulations of the Department.

The State Department of Highways and Public Transportation will:

1. Provide for construction at an estimated cost of $11,717,000.

2. Maintain that portion of the work which is its responsibility in accordance with present maintenance agreements.

Upon acceptance of the provisions of this Order by the appropriate officials of Fort Bend and Harris Counties and the City of Houston, the Engineer-Director is directed to proceed with development of plans for construction and after the Counties and City have fulfilled their responsibilities, proceed with construction in the most feasible and economical manner financing the cost with funds previously approved in Category 3 of the 4 Year Letting Schedule of the 10 Year Project Development Plan.

This Order shall become operative upon acceptance by Fort Bend and Harris Counties and the City of Houston and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically cancelled.

Submitted by:

(Title) Administrative Assistant

Approved

Examined and recommended by:

Deputy Director

Engineer-Director

Approved:

Commissioner

Commissioner

Commissioner

Minute Number 85061

Date Passed OCT 29 86

90 days 1-27-87

Note: This form is to be submitted in quintuplicate.

RESOLUTION EVIDENCING SUPPORT OF EXTENSION OF FM 1464

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend, Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 24th day of November, 1986, at the annex of the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissions' 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

WHEREUPON, among other business conducted by the Court, Commissioner Pustka introduced the Resolution set out below and moved its adoption, which motion was seconded by Commissioner Lutts and, after a full discussion and the question being put to the Commissioners' Court, said motion was carried by the following vote:

"Aye" all; "No" None.

The Resolution thus adopted is as follows:

WHEREAS, on this date the Commissioners' Court of Fort Bend County received a presentation from a representative of Lexington Development Company regarding a proposal to dedicate right-of-way for the location of FM 1464 as it would extend south from U.S. Highway 90-A to the intersection of U.S. Highway 59 at FM 2759; and

WHEREAS, it is the understanding of the Fort Bend County Commissioners' Court that Lexington Development Company, the owner of all of the right-of-way proposed to be given to the Texas State Highway Department for the location of the proposed extension of FM 1464, has submitted a proposal to the Texas State Highway Department for the dedication of such right-of-way; and

WHEREAS, the Commissioners' Court of Fort Bend County wishes to evidence its support of the extension of FM 1464 south from

U.S. Highway 90-A to U.S. Highway 59 at the intersection of FM 2759 through the property currently owned by Lexington Development Company.

NOW THEREFORE BE IT RESOLVED that the County Commissioners' Court of Fort Bend County is in support of the proposed extension of FM 1464 south from U.S. Highway 90-A to U.S. Highway 59 at the intersection of FM 2759 through the property currently owned by Lexington Development Company.

PASSED AND ADOPTED this 24th day of November, 1986.

Jodie Stavinoha, County Judge

ATTEST:

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

(SEAL)

TG25.TGG/001

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

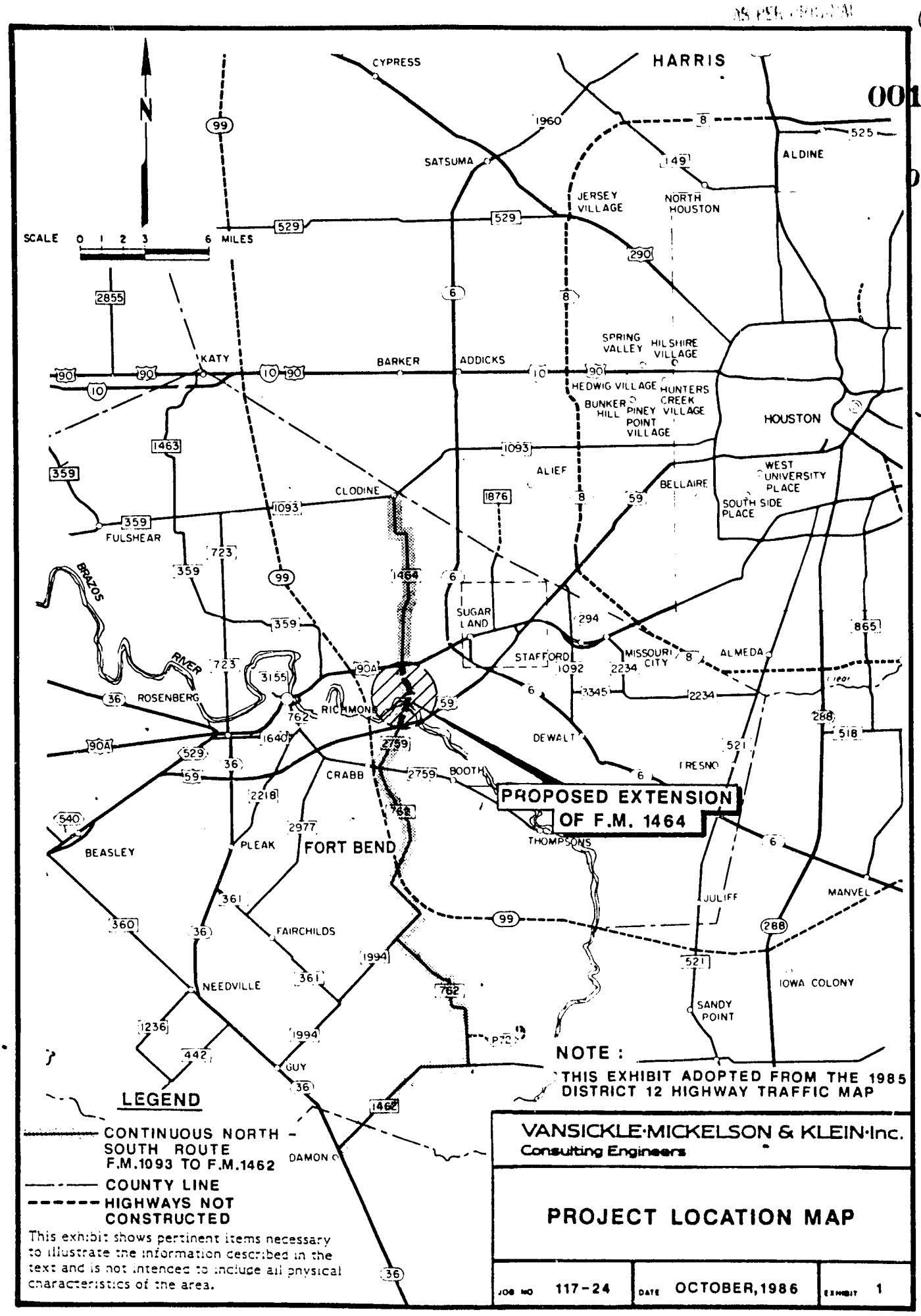
I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a Resolution of the Commissioners' Court which was passed and adopted on the 24th day of November, 1986, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Resolution, 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 24 day of November, 1986.

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

(SEAL)

TG25.TGG/002


N
SCALE 0 1 2 3 6 MILES
HARRIS
CYPRESS
SATSUMA
JERSEY VILLAGE
NORTH HOUSTON
ALDINE
KATY
BARKER
ADDICKS
SPRING VALLEY
HILSHIRE VILLAGE
HEDWIG VILLAGE
BUNKER HILL
PINEY POINT VILLAGE
HUNTERS CREEK VILLAGE
HOUSTON
ALIEF
BELLAIRE
WEST UNIVERSITY PLACE
SOUTH SIDE PLACE
CLODINE
FULSHEAR
BRAZOS RIVER
SUGAR LAND
STAFFORD
MISSOURI CITY
ALMEDA
ROSENBERG
RICHMOND
DEWALT
FRESNO
CRABB
BOOTH
PROPOSED EXTENSION OF F.M. 1464
THOMPSONS
BEASLEY
PLEAK
FORT BEND
JULIFF
MANVEL
FAIRCHILDS
NEEDVILLE
SANDY POINT
IOWA COLONY
GUY
DAMON
NOTE :
THIS EXHIBIT ADOPTED FROM THE 1985 DISTRICT 12 HIGHWAY TRAFFIC MAP
LEGEND
CONTINUOUS NORTH - SOUTH ROUTE F.M.1093 TO F.M.1462
COUNTY LINE
HIGHWAYS NOT CONSTRUCTED
This exhibit shows pertinent items necessary to illustrate the information described in the text and is not intended to include all physical characteristics of the area.
VANSICKLE·MICKELSON & KLEIN·Inc.
Consulting Engineers
PROJECT LOCATION MAP
JOB NO 117-24
DATE OCTOBER, 1986
EXHIBIT 1

TEXAS ASSOCIATION OF COUNTIES

00126

#9

P. O. Box 2131, Austin, Texas 78768

604 United Bank, 400 W. 15th, (512) 478-8753

Sam E. Clonts, Executive Director

Norman Troy, President

0032

November 12, 1986

RECEIVED
NOV 14 1986
COUNTY JUDGE

To: County Judges and Commissioners
From: Sam E. Clonts, Executive Director
Re: Liability Insurance

The TAC County Government Risk Management Pool has been created and is NOW offering Comprehensive General Liability and Automobile Liability coverage to Texas counties. The Pool is a non-profit association of counties which was created to provide liability coverage on a non-accessable basis. The Pool is authorized by the provisions of Article 4413(32i), TEX. REV. CIV. STAT. ANN., which passed during the recent special legislative session. The Pool is governed by a nine member Board of Trustees, composed of county officials. The Honorable Giles Dalby, Garza County Judge, serves as the Chairman. A list of Trustees is enclosed.

The Pool is structured along the same lines as the TAC Workers' Compensation Self-Insurance Fund. All funds that are not used for claims or administrative expenses will be returned to the members. In addition, interest earnings will also be available for refund to the members.

Applications for coverage are NOW available from TAC upon your request. Upon receipt of an application, TAC will issue a proposal which details the cost of the coverage.

Through the Pool, counties will be in a position to control their own liability program and will not be subject to the problems associated with the lack of coverage through the commercial insurance market in recent years. We look forward to receiving an application from your county.

TEXAS ASSOCIATION OF COUNTIES 1986 BOARD OF DIRECTORS

Bill Rust
1st Vice-President
Travis County Auditor

Sam Seale
2nd Vice-President
Jackson County Judge

Rex Bass
Morris County
Commissioner

Patricia Brown
Tyler County
District Clerk

Frank Carmona
Galveston County
Commissioner

Keith Collier
Scurry County
Sheriff

Ray Cornett
Brazoria County
Tax Assessor-Colllector

James Craddock
Andrews County
Clerk

James Dinkins
Montgomery County
Justice of the Peace

Henry L. Grimes
Hunt County
Commissioner

Bill Melton
Dallas County
Treasurer

Dick Moore
Harris County
Constable

Hunter Schuehle
Medina County
Attorney

Max Townsend
Gaines County
Judge

Ray Alaniz (NACo)
Starr County
Commissioner

Bob Eckels (NACo)
Harris County
Commissioner

Oscar Soliz (NACo)
Nueces County
District Clerk

BOARD OF TRUSTEES

TAC COUNTY GOVERNMENT RISK MANAGEMENT POOL

Giles Dalby, Chairman
Garza County Judge
Courthouse
Post, Texas 79356

John Garth
Bell County Judge
Courthouse
Belton, Texas 76513

Win Brown
Midland County Commissioner
1400 Murray
Midland, Texas 79705

Jerry Ware
Jefferson County Auditor
Courthouse
Beaumont, Texas 77701

Jim Lewis
McLennan County Commissioner
1518 E. McLennan
Mart, Texas 76664

Joe Berry
Angelina County Commissioner
Route 10, Box 2150
Lufkin, Texas 75901

Susan Neighbours
Brazoria County Treasurer
Courthouse
Angleton, Texas 77515

Reynaldo Alaniz
Starr County Commissioner
P.O. Box 277
San Isidora, Texas 78588

Dan Beck
Fayette County Judge
Fayette County Courthouse
La Grange, Texas 78945

EX OFFICIO MEMBERS:

Norman Troy, President of TAC
Jefferson County Commissioner
2545 Hazel
Beaumont, Texas 77702

Tolly Moore, Chairman WC Fund
Bell County Tax Assr-Collector
Courthouse
Belton, Texas 76513

11. ACCEPT CHECK FROM CITY OF FULSHEAR FOR REIMBURSEMENT FOR MATERIALS FOR PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried ,it is ordered to accept check in the amount of $27,019.96 from City of Fulshear for reimbursement of materials for Precinct 4.

12. CONSIDER AGREEMENT FOR WATCHMAN AT PRECINCT 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve agreement for watchman at Precinct 3 maintenance facility with the only cost being utilities. (Recorded in minutes in full)

13. ACCEPT BID FOR LAW ENFORCEMENT DATA SWITCHER; AND CONSIDER ADVERTISING FOR BIDS FOR DATA PROCESSING SOFTWARE (FUNDS ARE AVAILABLE):

Accept bid for law enforcement data switcher:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SPERRY in the amount of $59,528 for law enforcement data switcher. Funds to come from 1986 Contingency fund ($59,528). Funds for maintenance cost to be determined in 1987. (Recorded in minutes in full)

Advertise for bids for data processing software:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for data processing software. Funds to come from 1986 budget. (Recorded in minutes in full)

14. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG AND UNDER HICKS RD. IN PRECINCT 2:

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

RECESS:

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

15. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S. AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "County" and JEFFREY SALMONS, hereinafter referred to as "Watchman".

WHEREAS, Fort Bend County Commissioner, Precinct No. 3, desires after hours security for the Precinct No. 3 maintenance facilities; and,

WHEREAS, Watchman desires to perform after hours security for the Precinct No. 3 maintenance facilities;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Watchman agree as follows:

1. The County agrees that Watchman may move one (1) mobile home only on that certain 3.0169 acres of land, more commonly referred to as the "New Precinct 3 Maintenance Facility" for the purpose of his residence. The County shall furnish utilities, except telephone, for the one mobile home. Watchman agrees that the mobile home will be used as a single family dwelling.

2. Watchman agrees in consideration of the premises he shall act and perform the duties of after hours security for the Precinct 3 Maintenance Facility, without further consideration.

3. Watchman agrees that he shall not make any material or structural alteration to the premises and that he shall comply with all building, zoning, and health codes and other applicable laws for said premises, and further, that he will not conduct a business on said premises.

4. Watchman agrees that his performance under the terms of this agreement is one of an Independent Contractor only, and that he is not a servant, agent, or employee of Fort Bend County. Further, Watchman agrees to hold Fort Bend County harmless from any claims arising from this agreement, and Watchman further agrees to provide separate liability insurance at no cost to County.

5. It is understood and agreed that this agreement cannot be assigned or transferred in any manner without prior written consent of the Commissioners' Court of Fort Bend County.

6. This agreement is for a one (1) year term, commencing on December 1, 1986, and terminating on NOVEMBER 30, 1987, with an option to renew for one year. Said option must be exercised in writing to Commissioners' Court at least thirty (30) days prior to the expiration of this agreement. Provided, however, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

7. Upon the expiration of this agreement, Watchman shall return possession of the premises in its present condition, reasonable wear and tear excepted. Watchman shall commit no waste to the premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY OF FORT BEND

ATTEST: Dianne Wilson
County Clerk

By: John E. Stavinoha
County Judge

Date: 11-24-86

WATCHMAN

Jeffrey M. Salmons

Date: 14 Nov. 86

(13) a

00131

AS PER ORIGINAL

FORT BEND COUNTY
LAW ENFORCEMENT DATA SWITCHER
BID AWARD RECOMMENDATION

I recommend that the award be given to Sperry. Bid specifications were sent to five vendors and only Sperry responded with a quote.

Purchase price of all equipment	$59,528.00
Monthly maintenance	492.00

I have seen other local governments using this "switching" arrangement and it works.

Charles Miller
Data Processing Director

Fort Bend County Sheriff's Office

The Sperry Communications Solution

Quan	Type or Features	Description	Item Price	Purchase Price	Monthly Maint
1	1986-63	DCP/15	$17,125	$17,125	$70
		- Space for 2nd DCP/15			
		- 2,048K bytes memory			
		- Integrated 20MB disk			
		- Power supply and distribution			
		- Operator panel			
		- Active line indicators			
		- Microprogram storage			
		- Microprograms			
		- Multiple device line module			
		- 5.25" Diskette			
5	F3837-00	Multiline sync line module	2,250	11,250	55
10	F8303-01	Cable: Line Module to modem 25'	66	660	n/c
1	F8234-01	Cable: Line Module to SVT	82	82	n/c
1	8609-00	Terminal multiplexer	2,138	2,138	10
1	C3778-01	TMUX: 115 Volt, 60 Hz	n/c	n/c	n/c
4	3612-99	SVT 1120 Terminal	895	3,580	40
4	F8217-01	Cable: TMUX to SVT/PC 25'	68	272	n/c
1	0425-93	Model 25 Printer	1,275	1,275	38
1	F3861-00	Forms Tractor	95	95	1
1	F8290-03	Cable: SVT to Printer 10'	64	64	n/c
3	F8281-02	Cable: DCM to DCM 10'	54	162	n/c
4	8610-00	DCM	852	3,408	32
4	C3781-00	DCM: 115 Volt, 50/60 Hz	n/c	n/c	n/c
4	C3381-00	DCM: Power Cord: NEMA 5-15P	n/c	n/c	n/c
5		9600 Baud Sync Modems	1,265	6,325	100
1	6136-87	DCP/15 TELCON LSS	n/c	n/c	90
1	6136-86	TELCON	8,500	8,500	n/c
1	6843-00	TELCON/IBM SNA Base w/ LSS	4,500	4,500	15
1	F6124-00	SNA/UTS Gateway w/ LSS	4,500	4,500	15
1	F6124-01	SNA/3270 Gateway w/ LSS	7,875	7,875	26
		Total		$71,811	$492
		Discount		(14,407)	
		Shipping Charges		374	
		Installation Fee: Modems/Telcon		750	1,000*
		System Total		**$59,528**	**$492**

* One time charge, totaled into purchase price.

SPERRY

13/6

00133

November 24, 1986

Functions To Be Offered by An Effective Mainframe

Word Processing Package

Cost = $10,000

I. Document Format Manipulation

A. Line format
B. Page format
C. Margins and tabs
D. Pagination
   1. Manual Page Endings
   2. System Page Numbering
E. Headers and Footers
F. Justifying text

II. Document Editing Functions

A. Centering text
B. Deleting text
C. Moving text
D. Copying text within a document
E. Copying text from one document to another
F. Underscoring text
G. Bold-facing text
H. Search and replace functions
I. Inserting text within a document
J. Page locating functions
K. "Find a character string" function

III. Shell Document Capability

A. Creating shell documents (form letters, etc.)
B. Merging data documents into shell documents to customize forms or form letters (must allow up to 99 variables)
C. Saving the merged document
D. Printing the merged document
E. Merging shell documents with VSAM or DLI data files on the mainframe

IV. Print Capability

A. Printing on local printers
B. Batch printing via IBM's POWER

V. Security

A. User sign on security
B. Departmental library security to ensure integrity of departmental documents

13
b

00134

DATABASE MANAGEMENT UTILITY FUNCTIONS

APPROXIMATE COST $6,500

The following functions are necessary for an effective database management utility for the HP/3000:

I. DATABASE COMPATIBILITY

A. The utility must support HP/3000 TURBOIMAGE DATABASES.
B. The utility must run under MPE/V G.A.@.)) (U-MIT).

II. A. Must display user classes,
B. Must display detail sets and items,
C. Must display relationships of a dataset to other datasets.

III. SCHEMA GENERATION

A. Must be able to create a schema file from an existing database.

IV. DIAGNOSTIC CAPABILITIES

A. Must be able to analyze a master dataset to determine if errors exist, and recover the master dataset if errors are detected,
B. Must be able to analyze a detail dataset to determine if broken chains exist, or if the delete chain has been destroyed, and if so, it must be able to repair the chain,
C. Must be able to analyze the database to determine if the most efficient capacities are being used, and determine if performance is being degraded due to an over abundance of secondaries, and migrating secondaries,
D. Must be able to dynamically restore chains, and perform an automatic check of master datasets.

V. DATASET MAINTENANCE

A. Must be able to maintain a database using either tape or disk. (optionally),
B. Must be able to quickly change the capacity of a master or detail dataset,
C. Must be able to do a reorganization of data in a detail dataset,
D. Must be able to take performance samples of different master dataset capacities,
E. Must be able to generate capacities of prime numbers.

VI. UTILITY FUNCTIONS

A. Must be able to backup and restore databases to and from different accounts,
B. Must be able to rename databases and datasets, purge databases and datasets,
C. Must be able to change the blockmax of individual datasets,
D. Must be able to generate a test database from a larger database, and automatically copy the related manual entries,
E. Must be able to backup a database in a compressed format in order to decrease tape usage,
F. Must be able to unload and reload single datasets.

VII. ROOT FILE CHANGES

A. Must be able to change database passwords,
B. Must allow for moving a data item up or down in the item table, and for changing and adding items even if they are used as keys.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24th. day of November, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated November 14, 1986, permit no. 80782 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kuykendall
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed copies 11/25/86

Appl. # 80782 00137

0032

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, Texas.

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

November 17, 1986
Date

x (1) Complete Application Form

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

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

00138

TO COUNTY OF FORT BEND

PRECINCT NO. 2 0032
PERMIT NO. 80782

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Hicks Road	1373' NW of Hubenak 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
Hicks Road	1143' NW of Hubenak Road	1373' NW	230'
Hicks Road	1603' NW of Hubenak Road	1963' NW	360'

General Description

Please see attached drawing.

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

NOTICE

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

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

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

Mike Smerek
(Signature)

NAME & TITLE Mike Smerek
(Please Print)

DATE: November 14, 1986
ADDRESS 3426 School Street
(Street/P.O. Box)

Needville, Texas 77461
City State Zip
TELEPHONE NO: 793-4246 342-3423

16. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) OFFICE SUPPLIES (#86-115), (2) JANITORIAL SERVICE FOR THE GEORGE MEMORIAL LIBRARY (#86-116) AND (3) UNIFORMS FOR THE SHERIFF'S DEPT.(#86-117): 0032

Open bids for office supplies:

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

A) FORT BEND OFFICE SUPPLY
B) L.O.P.C.
C) MASSIN OFFICE SUPPLY
D) SEALY OFFICE PRODUCTS

Open bids for janitorial service for the George Memorial Library:

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

A) ACTIVE BUILDING MAINTENANCE SERVICE
B) FIRST AMERICAN MAINTENANCE INC.
C) HIGH RISE SERVICES
D) SOUTHWESTERN BUILDING SERVICES
E) SUNSHINE SERVICES
F) PENA
G) TECHNA CLEAN
H) TOWN & COUNTRY

Open bids for uniforms for Sheriff's Dept.:

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

A) FACTORY SALES UNIFORM CO.
B) MARTINS UNIFORMS

17. 1:45 P.M.- CONSIDER REPLATTING HIGH MEADOWS SUBDIVISION, SECTION 1 IN PRECINCT 4; AND CONSIDER APPROVAL OF PLATS FOR THE MARKET AT FIRST COLONY AND CINCO RANCH A-1, A-2, A-3, A-4, A-8, A-9, B-1, B-4, B-5 & D-2 IN PRECINCT 3:

Consider replatting High Meadows Subdivision, Section 1 in Precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve replat for High Meadows Subdivision, Section 1 (A-1 only) in Precinct 4. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

John Loberg representing Lexington Development was present.

Consider approving plat for The Market at First Colony:

Postpone until December 1, 1986

Consider approving plat for Cinco Ranch A-1,A-2, A-3, A-4, A-8, A-9 B-1,B-4, B-5 & D-2 in Precinct 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plats for Cinco Ranch A-1,A-2,A-3,A-4,A-8,A-9,B-4,B-5 & D-2 in Precinct 3. Plats and Tax Statements were presented to Commissioners' Court for review. (Recorded in minutes in full)

John Potts representing Cinco Ranch request that B-1 be postponed until a later date.

(60)

AS PER ORIGINAL

00140

BID ITEM: OFFICE SUPPLIES

BID NUMBER: 86-115

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ACCU DATA OF HOUSTON	
ADF COMPUTER SYSTEMS, INC.	
ARCO OFFICE SUPPLY	
ARNETT OFFICE PRODUCTS	
BOISE CASCADE	
BRAZOS OFFICE PRODUCTS	
BRIGANCE OFFICE PRODUCTS, INC.	
BUSINESS SYSTEM & SUPPLY CO., INC.	
ED DICKEY OFFICE PRODUCTS	
FORT BEND OFFICE SUPPLY	✓
IMAGETEK	
L.O.P.C	✓
MASSIN OFFICE SUPPLY	✓
MOORE PAPER CO.	
OFFICE LAND	
PINEMONT OFFICE SUPPLIES	
ROSENBERG OFFICE SUPPLY	
SEALY OFFICE PRODUCTS	✓
STC OFFICE SERVICES	
TWIN CITY BUSINESS MACHINES	
VERMILLION	
WILSON BUSINESS PRODUCTS	

BID ITEM: JANITORIAL SERVICE GEORGE MEMORIAL LIBRARY AS PER ORIGINAL 00141 16(2)

BID NUMBER: 86-116

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ACTIVE BUILDING MAINTENANCE SERVICE	3043.51
BLUE CHIP BUILDING MAINTENANCE	
CAN DO IT MAINTENANCE SERVICE	
C. C. CLEANING SERVICE	
FIRST AMERICAN MAINTENANCE INC.	3577.62
FOSTER MAINTENANCE CO.	
HIGH RISE SERVICES	4000.00
J & R LAWNMOWER	
P & W SERVICES	
RALPH ROCCO	
SOUTHWESTERN BUILDING SERVICES	2567.00
SUNSHINE SERVICES	5000.00
LUPE RAMIREZ	
Pena	2893.75
Techna Clean	5200.00
Town & Country	2100.00

BID ITEM: UNIFORMS FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT

BID NUMBER: 86-117

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
BEST UNIFORM SUPPLY CO.	
BLAIR INDUSTRIAL UNIFORM	
BURKE UNIFORMS	
FACTORY SALES UNIFORM CO.	✓
MARTINS UNIFORMS	✓
PERTEX TEXTILE PRODUCTS, INC.	
SERVISCO	
SIRS UNIFORM	
TEXAS INDUSTRIAL SERVICES	
WERNICK GEORGE & ASSOC.	

8661288

17

1899 1795 00143

0032

OWNER'S CONSENT TO REPLAT

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

WHEREAS, T.B. Campbell, Inc., a Texas corporation, is the record owner of fee simple title to two single family lots described as Lots 2 and 3, Block 3, of High Meadows, Section One, a subdivision recorded in Slides 812A, 812B and 813A in the Map Records of Fort Bend County, Texas; and

WHEREAS, the undersigned desires to consent to and approve the replat of a portion of High Meadows, Section One, including its property, as High Meadows, Section One-A as such replat has been prepared by Winslow & Associates, and submitted to the Fort Bend County Commissioners Court for approval on November 24, 1986.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises, and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the undersigned does hereby fully subordinate and subject the property owned by it to the replatting of a portion of High Meadows, Section One as High Meadows, Section One-A, as such subdivision has been submitted to the Fort Bend County Commissioners Court for approval on November 24, 1986, and the undersigned does hereby CONFIRM AND APPROVE in all respects such replatting.

The undersigned does hereby warrant and represent that it is the present owner of fee simple title to a portion of the property affected by the platting of High Meadows, Section One-A, and that the person or persons executing this instrument are authorized to execute this instrument.

Executed at Houston, Texas, on this 18th day of November, 1986.

T.B. CAMPBELL, INC.

By: T.B. Campbell
T.B. Campbell

Its: President

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on November 18, 1986 by T.B. Campbell, President of T.B. Campbell, Inc., a corporation doing business as Campbell Homes, on behalf of said corporation.

(SEAL)

Lori J. King
Notary Public in and for
the State of Texas

NOTARY PUBLIC STATE OF TEXAS

LORI J. KING
Notary Public, State of Texas
My Commission Expires 2/1/90

Name printed or typed
My commission expires: _____

TG25.FBC/01

Give to Elida

17

00144

8661287

1899 1793 0032

LIENHOLDER'S CONSENT TO REPLAT

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

WHEREAS, T.B. Campbell, Inc., a Texas corporation, is the owner of two lots described as Lots 2 and 3, Block 3 of High Meadows, Section One, a subdivision of land according to the plat thereof recorded in Slides 812A, 812B and 813A in the Map Records of Fort Bend County, Texas (the "Lots"); and

WHEREAS, the undersigned is the present owner and holder of a deed of trust lien encumbering the Lots, as evidenced by instrument recorded under Clerk's File No. 8659531 of the Official Records of Fort Bend County, Texas, said lien securing payment of one promissory note dated November 12, 1986 in the principal sum of $135,600.00, executed by T.B. Campbell, Inc. and payable to University Savings Association; and

WHEREAS, the undersigned desires to evidence its approval of the replat of a portion of High Meadows, Section One, as High Meadows, Section One-A, including the Lots, as such replat has been prepared by Winslow & Associates and submitted to the Fort Bend County Commissioners Court for approval on November 24, 1986.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the premises, and the sum of Ten Dollars ($10.00) and other good and valuable consideration this day paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned, the present owner and holder of the note above described and the lien given to secure the payment of the same, does hereby CONFIRM AND APPROVE in all respects the replat of a portion of High Meadows Section One as High Meadows Section One-A.

The undersigned does hereby warrant and represent that it is the present owner and holder of the above described note and the lien given to secure the payment of the same, and that the person or persons executing this instrument are authorized to execute this instrument.

Executed at Houston, Texas, on this 20th day of November, 1986.

UNIVERSITY SAVINGS ASSOCIATION,
a savings association

By: Kay Mendoza

Its: First Vice President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on November 20, 1986 by Kay Mendoza, First Vice President of University Savings Association, a savings association, on behalf of said association.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS

Kathryn B. Anderson
Notary Public in and for
the State of Texas

KATHRYN B. ANDERSON
Notary Public in State of Texas
My Commission Expires

Name printed or typed
My commission expires: 10-10-89

TG25.FBC/02

Give to Elida

RECESS:

Commissioners' Court recessed at 2:20 p.m.

RECONVENE:

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

18. 2:00 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA POSTED):

See attached Drainage District Board minutes.

19. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:45, Monday, November 24, 1986.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 24th Day of NOVEMBER, 1986 Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
STANLEY KUCHERKA	COUNTY ENGINEER

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

1. CONSIDER INVOICE IN THE AMOUNT OF $20,000 AND STATUS REPORT FROM ESPEY, HUSTON & ASSOCIATES, INC. ON THE COUNTY'S MASTER DRAINAGE STUDY:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve invoice in the amount of $20,000. (Recorded in minutes in full)

   Stanley Kucherka discussed status on the master drainage study.

2. DISCUSS DRAINAGE DISTRICT'S MONTHLY REPORT:

   The Drainage District monthly report for OCTOBER was discussed.

3. ADJOURNMENT:

   Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 2:30 p.m., Monday, November 24, 1986.

ESPEY,
HUSTON &
ASSOCIATES, INC.
Engineering & Environmental Consultants

#1 DRAINAGE 00147

0032

November 7, 1986

Fort Bend County Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

EH&A Job No. 7707

Attn: Judge Jodie Stavinoha

RE: Invoice and Status Report for
Fort Bend County Master Drainage Study

Dear Judge Stavinoha:

Enclosed are copies of the current invoice and the status report for work performed last month on the Fort Bend County Master Drainage Study.

If there are any questions, please call me.

Sincerely,

Larry Dunbar

Larry Dunbar, P.E.
Project Manager
Houston Division

RECEIVED
NOV 14 1986
COUNTY JUDGE

LD/sll
Enclosures

cc: Commissioner Pustka, Precinct 1
Commissioner Denham, Precinct 2
Commissioner Pressley, Precinct 3
Commissioner Lutts, Precinct 4
Stanley Kucherka, County Engineer

888 West Belt Dr. South, Suite 200 · Houston, Texas 77042 · (713) 781-8800

ESPEY, HUSTON & ASSOCIATES, INC.

00148

0032

Job No. 7707

November 7, 1986

INVOICE
for
Fort Bend County Master Drainage Study

Invoice No.: 86-10-0051
Terms: Net 20 days
Current Invoice Period: 10-1-86 to 10-31-86

TOTAL AMOUNT OF **CURRENT** INVOICE (4% work completed during month of October)	$ 20,000.00
TOTAL AMOUNT OF **PREVIOUS** INVOICES (86% work completed during previous months)	$ 430,000.00
TOTAL BILLED-TO-DATE (90% work completed to date)	$ 450,000.00
Less Payments/Credits received as of October 31, 1986	$(430,000.00)
NEW **BALANCE** DUE	$ 20,000.00

Send Remittance to:

Espey, Huston & Associates, Inc.
P. O. Box 519
Austin, Texas 78767

(Please send a copy of this invoice with your payment)

Job No. 7707
Report No. 6

November 7, 1986

STATUS REPORT
FOR
FORT BEND COUNTY MASTER DRAINAGE STUDY

1. DRAINAGE CRITERIA MANUAL

   A. Develop Methodology for Drainage Studies

      Completed.

   B. Prepare Draft Drainage Criteria Manual

      The draft report of the Drainage Criteria Manual has been submitted to the County for review and comment.

2. WATERSHED DRAINAGE STUDIES

   A. Data Collection

      Completed.

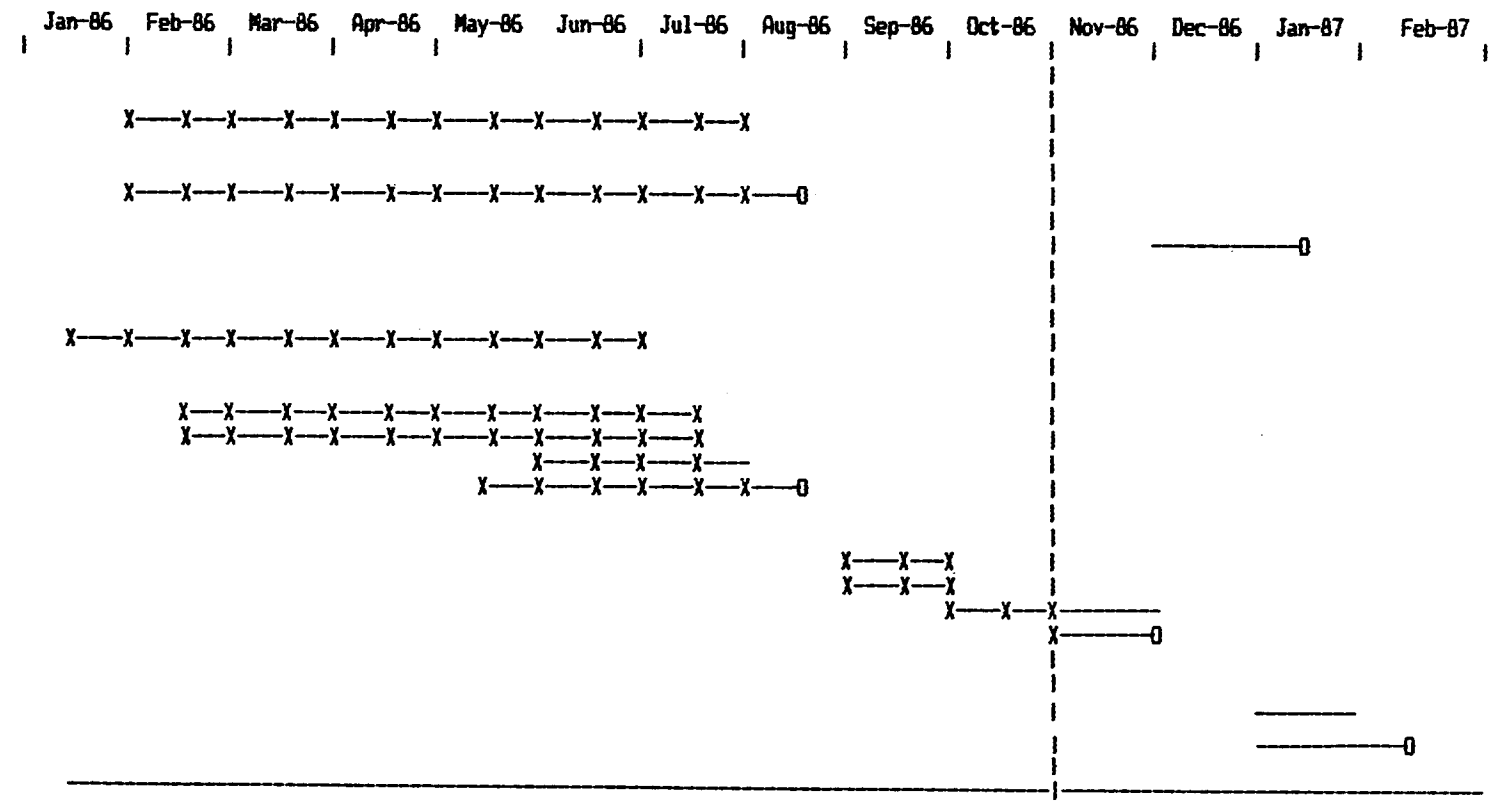
   B. Present Conditions

      Completed.

   C. Preliminary Alternative Design

      We are continuing to evaluate alternative designs for each watershed, assuming future development conditions, that will bring the 100-year flood plain to within acceptable limits, ideally that being the channel banks. The alternatives to be considered include channelization, detention and/or diversions, where appropriate.

SCHEDULE OF TASKS FOR FORT BEND COUNTY DRAINAGE STUDY



X - INDICATES AMOUNT OF WORK COMPLETED TO DATE

O - INDICATES DELIVERY OF A WORK PRODUCT AND/OR REPORT

BILLING INFORMATION

% Completed (During Month)	2	5	8	10	15	15	10	10	11	4
% Completed (Cumulative)	2	7	15	25	40	55	65	75	86	90
TOTAL BILLINGS TO DATE (In Thousands)	$9	$33	-	$125	$200	$275	$325	$375	$430	$450

Drainage #2

00151

COUNTY OF FORT BEND

Drainage District

0032

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

OCTOBER, 1986

Shredding was the primary method used during October to remove vegetation from channels. A total of thirty-six (36) streams were worked upon. Some of these included Snake Creek, several laterals of Fairchilds and Big Creeks, T.I. Ditch and Fulshear Creek.

The bridge crews worked on bridges across Rabb's Bayou and Dry Creek. Work was completed on the bridge across Rabb's Bayou on the Cobbins property and another one was started on the property owned by Atlas Realty Company. On Dry Creek the bridge on the Abercrombie tract was completed and another was started on the Ray tract near Bryan Road.

The concrete work was completed during October on the erosion control structure on Robinowitz Ditch near the Brazos River. The structure will be complete and functional when dirtwork is completed that will form an embankment designed to impound water.

The Linkbelt LS-2800 excavator installed several drop inlet pipes on Fairchilds Creek and Rabb's Bayou. It also assisted in the excavation of dirt under the bridge on Crabb River Road at Rabb's Bayou.

The Cow Creek project continued with the District's Northwest 9570 dragline. Work is progressing downstream from Rycade School Road and is complete to a point approximately one (1) mile from Cow Creek Road.

The excavation of Buffalo also continued during October with the Northwest 41 dragline. Approximately five thousand (5,000) cubic yards of spoil material were removed.

The Linkbelt LS-128 continued to work on Dry Creek. It assisted with the building of the bridge, as well as dredging approximately five thousand one hundred (5,100) cubic yards.

The renovation of Rabb's Bayou continued during October. Shirley Construction dug approximately sixty-six

thousand (66,000) cubic yards while District bulldozers worked to spread the spoil dirt. Several other phases of work were done that included bridgework, installation of drop inlet pipes, seeding of sideslopes and the building of watergates.

The excavation of Lower Oyster Creek continued with Rebel Contractors removing forty-five thousand five hundred (45,500) cubic yards.

The following is a list that shows where each piece of equipment worked during October, 1986.

HEAVY EQUIPMENT REPORT

Big Creek II-B	
Linkbelt LS-2800 Excavator	10/3
Caterpillar D-6 Bulldozer	10/2
Big Creek Lateral II-B-9	
Linkbelt LS-2800 Excavator	10/6-10/8
Caterpillar D-6 Bulldozer	10/6
Buffalo Creek I-B-3	
Northwest 41 Dragline	10/1-10/6
	10/20-10/31
Caterpillar D-6 Bulldozer	10/7-10/10
Cow Creek II-A	
Northwest 9570 Dragline	10/1-10/31
Caterpillar D-6 Bulldozer	10/1
Dry Creek II-B-2	
Linkbelt LS-128 Dragline	10/1-10/31
International TD-25 Bulldozer	10/1-10/31
Rapier NCK-305 Dragline	10/1-10/31
	10/6-10/31
Fairchilds Creek II-B-10	
Linkbelt LS-2800 Excavator	10/9-10/16
Hartledge Road Pipes	
Northwest 41 Dragline	10/7-10/14
Rabb's Bayou II-D	
Fiat Allis FD-16 Bulldozer	10/8-10/31
Linkbelt LS-98 Dragline	10/1-10/31
Ruston Bucyrus RB-22 Dragline	10/30-10/31
Linkbelt LS-2800 Excavator	10/17-10/31
Caterpillar D-6 Bulldozer	10/24-10/31
Fiat Allis FD-30 Bulldozer	10/1-10/31
Fiat Allis FD-20 Bulldozer	10/1-10/31
Fiat Allis FD-20 Bulldozer	10/1-10/31
Robinowitz Ditch II-M	
Northwest 41 Dragline	10/15-10/16
Ruston Bucyrus RB-22 Dragline	10/1-10/10
	10/20-10/21
Caterpillar D-6 Bulldozer	10/17-10/21
Rapier NCK-305 Dragline	10/11-10/13

Snake Creek I-C

Northwest 41 Dragline	10/17
Linkbelt LS-2800 Excavator	10/1-10/2

SHREDDER REPORT

Big Creek Lateral II-B-6

109	10/1-10/2
127	10/1-10/2
229	10/1
512	10/1

Big Creek Lateral II-B-7

102	10/3-10/9
107	10/3-10/9
229	10/6-10/7
512	10/6-10/7

Big Creek Lateral II-B-9

102	10/9-10/17
107	10/9-10/17
229	10/9-10/17
512	10/10-10/17

Big Creek Lateral II-B-9-a

229	10/8
512	10/8

Briscoe Ditch II-GG

112	10/9-10/15
118	10/9-10/14

Buffalo Creek Lateral I-B-3-f

514	10/7

Clear Creek VI

106	10/2-10/3
122	10/2-10/3

Cottonwood Creek II-B-24

517	10/1-10/3

Deer Creek Lateral II-B-5-e-1 & II-B-5-e-2

102	10/1-10/2
107	10/1-10/2

Ditch B-1

142	10/21

Ditch B-1-c

142	10/10-10/7
157	10/10-10/21
515	10/10

Dry Bayou II-B-0

126	10/27-10/30
142	10/2-10/3
157	10/2-10/3
230	10/1
242	10/27-10/31

Dry Creek II-B-2

119	10/1-10/21
122	10/1
124	10/1-10/21
142	10/6-10/9
157	10/6-10/9
515	10/1-10/6, 10/8, 10/29-10/31

Dry Creek Lateral II-B-2-i

111	10/30-10/31
121	10/30-10/31

Duvall Ditch II-J

115	10/27-10/31
243	10/27-10/31
513	10/27-10/31

Fairchilds Creek II-B-10

129	10/27-10/31

Fairchilds Creek Lateral II-B-10-b

109	10/6-10/27
127	10/6-10/27
229	10/1-10/6, 10/17-10/20
512	10/1-10/3, 10/10-10/20

Fairchilds Creek lateral II-B-10-g-1

129	10/10

Flewellen Ditch II-E-10

112	10/27-10/31
118	10/27-10/31

Fulshear Creek II-F

117	10/10-10/31
128	10/14-10/31
146	10/10-10/31
156	10/10-10/31

Gapp Slough II-B-10-a

106	10/6-10/20
122	10/6-10/20
230	10/6-10/20

Guy Creek I-A-1

110	10/30-10/31

Johnston Ditch II-GG

112	10/3-10/7
118	10/3-10/7

Jones Creek Lateral II-E-1

117	10/1-10/6
128	10/1-10/6
146	10/2-10/6
156	10/1

Long Point Slough Lateral V-B-1

112	10/1-10/2
118	10/1-10/2

Means Ditch I-F

108	10/29
231	10/30-10/31
518	10/30-10/31

Mustang Bayou IV

119	10/27-10/31
124	10/27-10/31

Rabb's Bayou II-D

106	10/1
111	10/1-10/28
121	10/1-10/28
515	10/7, 10/15-10/27

Seabourne Creek II-B-4

109	10/28-10/31
127	10/28-10/31
154	10/29-10/31
512	10/9

Seabourne Creek Lateral II-B-4-a

127	10/3
129	10/6

Snake Creek I-C

103	10/1-10/31
108	10/6-10/28
110	10/1-10/2
120	10/17-10/31
123	10/1-10/31
130	10/1-10/31
155	10/6-10/31

00158

231	10/1-10/28
514	10/1-10/6
518	10/1-10/29

Sugarland Industrial Ditch II-DD

112	10/16-10/21
118	10/15-10/20

T.I. Ditch

115	10/1-10/20
243	10/1-10/20
513	10/1-10/20

Turkey Creek II-A-2

102	10/28-10/31
107	10/28-10/31
229	10/27-10/31
512	10/27-10/31

Turkey Creek II-A-2-a

517	10/10, 10/16-10/21

Turkey Creek II-A-2

102	10/28-10/31
107	10/28-10/31
229	10/27-10/31
512	10/27-10/31

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

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

COMMISSIONERS COURT MINUTES

FILMED ON DECEMBER 16, 19 86.

STARTING WITH
FILM CODE NO. vol.32 pg. 0001

ENDING WITH
FILM CODE NO. vol. 32 pg. 0158

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arivette
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 23 DAY OF JANUARY ,19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 0159.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arinette
DEPUTY

00159

0032

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 1, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 24, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Consider contract with the Greater Fort Bend Economic Development Council to promote economic development in Fort Bend County.

6. Constable Richard Pring, Precinct 4, re: request approval of Charles Ellis as reserve deputy constable and approve bond & oath for same.

7. Gary Tilton, County Fire Marshall, re: amend Rural Fire Call Budget.

8. Pass an Order amending the General Fund budget for 1986 for a one-time permanent equity transfer from the General Fund to the Limited Tax Jail Building Bonds and Courthouse Improvement Certificates of Obligation Debt Service Funds.

9. Consider appropriating funds for telephone listings.

10. Advertise for bids for the following: (1) Pickup trucks (with or without trade-in); (2) Flatbed dump trucks (with or without trade-in).

11. Consider accepting bid for office supplies (#86-115).

postpone 12. Consider approval of plat for The Market at First Colony in Precinct 3.

13. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2 (e)&(f), V.T.C.S., and take action, if necessary.

14. 1:30 p.m. - Open bids for the following: (1) Milk for County Jail/ Juvenile Detention (#86-120); (2) Road striping of County roads (#86-122); (3) Finishing work for Precinct #3 facility (#86-76); (4) Concrete finish work for Precinct #3 facility (#86-126); (5) Food for Fort Bend County Jail & Juvenile Detention (#86-125).

15. Approve bills.

16. Adjournment. FILED FOR RECORD NO. ____ TIME 2:35 A.M. P.M.

NOV 26 1986

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

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Wednesday, November 26, 1986 at 2:45 p.m. by N. Hundley.

REGULAR SESSION

BE IT REMEMBERED That on this 1ST day of DECEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 24, 1986:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 24, 1986.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for the following: (Recorded in minutes in full)

   FAIRGROUNDS
   ROAD & BRIDGE, PRECINCT #3
   COUNTY TREASURER
   BAIL BOND BOARD
   CONSTABLE, PRECINCT #1

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

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for TAX ASSESSOR/COLLECTOR. (Recorded in minutes in full)

5. CONSIDER CONTRACT WITH THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL TO PROMOTE ECONOMIC DEVELOPMENT IN FORT BEND COUNTY:

   Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, Commissioner Pressley voting to abstain and Judge Stavinoha voting yes, it is ordered to contract with the Greater Fort Bend Economic Development Council to promote economic development in Fort Bend County and approve five memberships in the total amount of $30,000. Funds to come from 1987 Fees & Services Miscellaneous.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

FAIRGROUNDS	DEPT.	FROM	TO	INCREASE (DECREASE)
Repairs to Equipment		900.00	1,400.00	500.00
Repairs to Building		18,000.00	17,053.00	(947.00)
Salaries		42,073.00	42,349.00	276.00
Social Security		3,049.00	3,204.00	155.00
Retirement		2,985.00	3,001.00	16.00

DATE: 11-24-86

DEPARTMENT HEAD: Peggy Waithum

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st day of December, 1986, 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

The following proceedings were had, to-writ:

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WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

County Treasurer DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries	107,675.00	107,320.00	(355.00)
temp help	3,200.00	3,550.00	355.00

DATE: 11/24/86

DEPARTMENT HEAD: Kathy Hymson

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st. day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

R & B	DEPT.	FROM	TO	INCREASE (DECREASE)
1010	Prop. & Equip.	50,000.00	50,132.30	132.30
1062	Office Supplies	5,000.00	5,169.22	169.22
5031	Road Materials	547,000.00	585,200.00	38,200.00
7000	Clothing	7,000.00	5,000.00	(2,000.00)
7003	Lumber & Hardware	15,000.00	13,500.00	(1,500.00)
7004	Road Signs	14,000.00	10,856.80	(3,143.20)
7006	Tires & Tubes	12,000.00	13,906.70	1,906.70
7007	Repair & Parts	65,000.00	30,000.00	(35,000.00
7008	Culverts	10,000.00	14,187.48	4,187.48
7010	Damages/Trespass	3,000.00	47.50	(2,952.50)

DATE: _____

DEPARTMENT HEAD: Alton B Pressley

THE COUNTY OF FORT BEND

BY: J. 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

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1 st day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

Bail Bond Board	DEPT.	FROM	TO	INCREASE (DECREASE)
Property & Equipment	1010	$1,650.	$1,250.	($400.)
Office Supplies	1062	$2,463.	$2,863.	$400.

DATE: Nov. 25, 1986

DEPARTMENT HEAD: M. L. Chesshire
M. L. Chesshire

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 #1 0023 DEPT.	FROM	TO	INCREASE (DECREASE)
Conference/Seminars/Training	300.	250.	(50.)
Office Supplies	3,100.	2,500.	(600)
Fees and Services	200	-0-	(200)
Property and Equipment	28,282.	29,132.	850
Salaries and Labor	132,948.	132,693	(255)
Longevity	1,390.	1,645	255

DATE: 11-25-86

DEPARTMENT HEAD: [signature] for H.H. Heij

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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. #1 0023 DEPT.	FROM	TO	INCREASE (DECREASE)
Tires and Tubes	1,000.	550.	(450)
Uniforms	2,000.	2,450.	450

DATE: 11-25-86

DEPARTMENT HEAD: H. H. Heil for H.H. Heil

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

RECEIVED NOV 26 1986 COUNTY JUDGE

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure January 11, 1987

Date of Return January 13, 1987

Purpose of Trip: Texas Agricultural Extension Service Seminar for County Tax Collectors

Places to be Visited: Texas A&M University

College Station, Texas

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

Marsha P. Gaines
Name

November 24, 1986
Date

Marsha P. Gaines
Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12/1/86
Date

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

4

00168

RECEIVED
NOV 26 1986
COUNTY JUDGE

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Lydia Bourg

Administrative Assistant

Automobile Department

Period: Date of Departure January 11, 1987

Date of Return January 13, 1987

Purpose of Trip: Texas Agricultural Extension Service Seminar Workshops to include Update on Procedure for License Applications, Titling and Registering Motorboats

Places to be Visited: Texas A&M University

College Station , Texas

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

Marsha P. Gaines
Name

November 24, 1986
Date

Marsha P. Gaines
Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12/1/86
Date

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

AS PER ORIGINAL

RECEIVED
NOV 26 1986
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Pamela Wittneben
Administrative Assistant
Property Tax Department

Period: Date of Departure January 11, 1987

Date of Return January 13, 1987

Purpose of Trip: Texas Agricultural Extension Service Seminar Workshops to include Tax Office Public Service, Computer Basics In The Tax Office and Update on Procedure for License Applications

Places to be Visited: Texas A&M University
College Station

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

Marsha P. Gaines
Name

November 24, 1986
Date

Marsha P. Gaines
Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12/1/86
Date

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

AS PER ORIGINAL

RECEIVED
NOV 26 1986
COUNTY JUDGE

00170

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Self

Period: Date of Departure 12-07-86

Date of Return 12-09-86

Purpose of Trip: Attending a professional development seminar for Texas Property Tax Administrators and attending Jurisprudence Committee Meeting

Places to be Visited: The University of Texas at Austin - Seminar Jurisprudence meeting at Downtowner Hotel in Austin

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

Marsha P. Gaines
Name

11-25-86
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

County Judge

12/1/86
Date

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

Commissioners
Pusika
Denham
Luis
Pressley

#50171

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL

BILL HARTMAN, Chairman
P. O. Box 1390
Rosenberg, Texas 77471

AS PER ORIGINAL

0037

November 10, 1986

approved
CC
12/1/86

The Honorable Jodie E. Stavinoha
P. O. Box 368
Richmond, Texas 77469

Dear Jodie:

Recently you were invited to attend a tax and economic development conference sponsored by Congressman Tom DeLay and the Greater Fort Bend Economic Development Council. During that conference, it was suggested each taxing agency in Fort Bend County adopt two strategies by ordinance or resolution in preparation for a pro-active effort to attract new business, industry, jobs, and tax base to Fort Bend County.

I am enclosing copies of these documents for your review. We ask that you place these items on your next agenda for immediate consideration and let me know when that will be so that we might be present to further explain them and answer questions. We will be glad to brief you if you so desire.

We are asking the county to contract with our council in the amount of $30,000.00 for specific services.

It is extremely important that all taxing agencies unite and participate in this economic development effort.

Sincerely,

Bill Hartman

Bill Hartman
Chairman

BH/bt

Enclosure

RECEIVED
NOV 12 1986
COUNTY JUDGE

COUNCIL OFFICE: One Fluor Drive, Suite D1-8-1, Sugar Land, Texas 77478 Tel: (713) 242-0000

AS PER ORIGINAL

ORDER NO._____

An Order of the County Commissioner's Court of Fort Bend County establishing an economic development contract between the COUNTY and the GREATER FORT BEND COUNTY ECONOMIC DEVELOPMENT COUNCIL.

WHEREAS it is in the best interest of the COUNTY to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens, and promote the public welfare, and

WHEREAS it is important to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose, and

WHEREAS it is desirable, productive, and economical to work toward this goal through a unified county wide effort and through an agency with specific expertise in this field, and

WHEREAS the GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL is a county wide nonprofit corporation whose purpose is to accomplish all of the above;

NOW THEREFORE be it resolved and contracted that, the COUNTY shall purchase the following services from the GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL for an annual contract sum of $30,000.00.

1. Solicitation of industrial, business, and commercial prospects for location in or near the COUNTY.

2. Site selection, and analysis services for new business and industry seeking a location in the COUNTY.

3. Tax base enhancement through attraction of new industry and commercial enterprise to the COUNTY.

4. Creation of new and better employment opportunities for our citizens.

5. Dissemination of the demographic information about the COUNTY to prospective new business and industry.

6. Recommendations for strategies and ordinances that will enable the COUNTY to compete more successfully for new business and industry.

BE IT FURTHER resolved that this Commissioner's Court and the Staff will assist in any way possible to accomplish the purposes of this Order and Contract.

ADOPTED BY the Commissioner's Court and signed by the County Judge and attested by the County Clerk this _____ day of _____, 19_____.

_____
Judge of the County of Fort Bend

ATTEST:

_____
County Clerk of the County of_____

(Seal)

AN ORDER OF THE COUNTY COMMISSIONER'S COURT OF THE COUNTY OF FORT BEND ESTABLISHING AN ECONOMIC DEVELOPMENT RESERVE AND CRITERIA FOR DISBURSEMENTS FROM SAID RESERVE:

WHEREAS the Commissioner's Court of the County of Fort Bend has found and determined that economic growth provides opportunities for jobs, enhances the quality of life for its citizens, creates a broader tax base, provides added stability to the economy of the county, and

WHEREAS the Commissioner's Court has also found the environment for retention, expansion and attraction of new business, commerce and industry to be extremely competitive; and

WHEREAS the Commissioner's Court has decided that in the best interest of the public welfare of its citizens it will become proactive in the pursuit of a better economic environment for its citizens;

NOW THEREFORE be it ordered by the Commissioner's Court of Fort Bend County as follows:

1. That the county, through its annual budgetary process, will plan for and encourage the development and installation of public facilities necessary to support economic development as follows:

   a. Within financial constraints, The Capital Improvement Program and annual Operating Budget will provide for the development of streets, storm drainage, and public improvements necessary to support industrial development.

   b. The county may investigate and designate certain areas as "industrial areas of preference." These targeted areas of preference shall be located so as to enhance the opportunities for success in attraction of commerce and industry to an area where greatest benefit will accrue to the county and its citizens. Such designated areas shall be subject to special and expeditious consideration.

2. Industrial Development as used herein shall be defined as any significant investment of capital in new or expanded facilities that will result in an increased work force employed by a firm or government agency.

3. That a separate reserve to be known as the Economic Development Reserve is established in order to encourage the retention and growth of new and existing industries within the county and that the annual budget shall contain an appropriate sum for assistance in accomplishing the purposes and intent contained within this order.

4. That the use of these funds be primarily for retention, attraction and expansion of industry, the development of roads, utilities and services for new or expanding industry; provided however, in special circumstances, such funds will be available for any purposes permitted under law.

5. Notwithstanding anything to the contrary in paragraph 4 above, the county may grant financial assistance through contract in specifically targeted development areas as may be established by the county from time to time.

6. That special attention and consideration may be given to expending local industries and retention of employees.

7. That the Commissioner's Court shall be encouraged to consider and adopt any proposal or financial arrangement in which the long term benefit to the citizens of this county can be clearly demonstrated to prudently justify the upfront cost to the county to provide that benefit to its citizens.

8. That the county staff shall assist in obtaining any available grant funds, low interest loans from private or governmental agencies to further the purposes of this order.

ORDERED by the Commissioner's Court and signed by the Judge and attested by the County Clerk this _____day of _____, 19____.

_____
County Judge of Fort Bend County

ATTEST:

_____
County Clerk of Fort Bend County

(Seal)

6. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL OF CHARLES ELLIS AS RESERVE DEPUTY CONSTABLE AND APPROVE BOND & OATH FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Charles Ellis as Reserve Deputy Constable for Precinct 4 and approve bond & oath. (Recorded in minutes in full)

7. GARY TILTON, COUNTY FIRE MARSHALL, RE: AMEND RURAL FIRE CALL BUDGET:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend Rural Fire Call budget in the amount of $13,075.00. Funds to come from Contingency Fund - an emergency is declared.

8. PASS AN ORDER AMENDING THE GENERAL FUND BUDGET FOR 1986 FOR A ONE-TIME PERMANENT EQUITY TRANSFER FROM THE GENERAL FUND TO THE LIMITED TAX JAIL BUILDING BONDS AND COURTHOUSE IMPROVEMENT CERTIFICATES OF OBLIGATION DEBT SERVICE FUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve ORDER amending the General Fund budget for 1986 for a one-time permanent equity transfer from the General Fund to the Limited Tax Jail Building bonds and Courthouse Improvement Certificates of Obligation Debt Service Funds. (Recorded in minutes in full)

9. CONSIDER APPROPRIATING FUNDS FOR TELEPHONE LISTINGS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered not to pay ADS portion of the telephone listing invoice. Purchasing Agent will send letter to ADS notifying them of the unauthorized purchase and that there was no signed contract.

10. ADVERTISE FOR BIDS FOR THE FOLLOWING: (1) PICKUP TRUCKS (WITH OR WITHOUT TRADE-IN); (2) FLATBED DUMP TRUCKS (WITH OR WITHOUT TRADE-IN):

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for pickup trucks with or without trade-in.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for flatbed dump trucks with or without trade-in.

11. CONSIDER ACCEPTING BID FOR OFFICE SUPPLIES (#86-115):

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best and low bid be awarded to MASSIN OFFICE SUPPLY for office supplies. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF PLAT FOR THE MARKET AT FIRST COLONY IN PRECINCT 3:

Postponed

RECESS:

Commissioners' Court recessed at 9:50 a.m.

#8

approved cc 12/1/86

PROPOSED BUDGET AMENDMENT

for Recommend that the budget of the General Fund be amended to ~~approve~~ a one-time permanent equity transfer from the General Fund to the Limited Tax Jail Building Bonds and County Courthouse Improvement Certificates of Obligation Debt Service Funds in the amount of the interfund receivable due to the General Fund from each of these Debt Service Funds.

Background:

In 1982 and 1983 there was a serious delay in receiving property tax revenues due to problems with the preparation of the tax rolls and the related tax bills. As a result, when principal and interest payments came due on the Limited Tax Jail Building Bonds and County Courthouse Improvement Certificates of Obligation, there was not enough cash in the related Debt Service Funds to make those payments. The General Fund, therefore, loaned the Debt Service Funds sufficient cash to make those payments. These debt service expenditures made without offsetting tax revenues created the deficit fund balances in the Debt Service Funds.

In subsequent years, the tax rate allocations to the Debt Service Funds have not been sufficient to provide enough cash in those funds to repay the loans to the General Fund or to eliminate their deficit fund balances.

Possible Solutions:

This situation could be cured at budget time this year by setting the tax rate allocation among funds such that sufficient property tax revenues would flow into the Debt Service Funds to allow for the loan repayment to the General Fund (and elimination of the deficit fund balances) as well as normal 1987 debt service requirements. An easier way, however, would be for the Commissioners Court to pass an order amending the General Fund budget for 1986 as discussed in the opening paragraph. This facilitates certain accounting entries to record such equity transfer, which then eliminate the deficit fund balances without any actual movement of cash between funds.

#11 00178

OFFICE SUPPLIES. BID #86-115

COMPANY	% OF DISCOUNT OFFERED
MASSIN OFFICE SUPPLY	46% ✓
LOPC	43%
SEALY OFFICE PRODUCTS	25%
FT. BEND OFFICE SUPPLY	20%

RECONVENED:

Commissioners' Court reconvened at 11:15 a.m.

13. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

14. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) MILK FOR COUNTY JAIL/ JUVENILE DETENTION (#86-120); (2) ROAD STRIPING OF COUNTY ROADS (#86-122); (3) FINISHING WORK FOR PRECINCT #3 FACILITY (#86-76); (4) CONCRETE FINISH WORK FOR PRECINCT #3 FACILITY (#86-126); (5) FOOD FOR FORT BEND COUNTY JAIL & JUVENILE DETENTION (#86-125):

Open bids for milk for County Jail/Juvenile Detention:

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

1) OAK FARMS DAIRIES
2) L.R. KERSTEN
3) SCHEPPS DAIRY

Open bids for road striping of county roads:

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

1) SAFETY LIGHTS CO.
2) STRIPING UNLIMITED CORP.

Open bids for finishing work for Precinct #3 facility:

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

1) BASS CONSTRUCTION
2) SUMCO, INC.
3) WEHRING PROPERTIES
4) RASKA BLDG. INC.

Open bids for concrete finish work for Precinct #3 facility:

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

1)	WEHRING PROPERTIES	.55¢ per sq.ft.
2)	SUMCO, INC.	.65¢ " " "
3)	FLOYD CONSTRUCTION	.40¢ " " "

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Lutts and Commissioner Denham absent for vote, it is ordered to award low and best bid to FLOYD CONSTR. in the amount of .40¢ per sq. ft. The Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Open bids for food for Fort Bend County Jail & Juvenile Detention:

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

1) BRENHAM WHOLESALE GROCERY
2) GLAZIER FOODS CO.
3) PETHERIOTES BROTHERS COFFEE

#14(1)00180

0032

BID ITEM: MILK FOR COUNTY JAIL AND JUVENILE DETENTION

BID NUMBER: 86-120

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
BORDONS MILK	
BRENHAM WHOLESALE GROCERY CO.	
CARNATION DAIRIES	
FOREMOST FOODS	
L. R. KERSTEN	✓
OAK FARMS DAIRIES	✓
SCHEPPS DAIRY	✓

14(2)

00181

BID ITEM: ROAD STRIPING OF COUNTY ROADS

BID NUMBER: 86-122

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
H & T PAVEMENT MARKING, INC.	
SAFETY LIGHTS COMPANY	✓
STRIPING UNLIMITED CORP.	✓
JOE MONTIGNY	
ALPHA-OMEGA STRIPING	
THE ASPHALT Co., Inc.	

#14(4) 00182

BID ITEM: FINISH WORK FOR PRECINCT #3 MAINTENANCE FACILITY

BID NUMBER: 86-76

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A BETTER WAY WITH WOOD	
A.H.T.'S ELECTRICAL CONTRACTING	
ALLIED CONCRETE MATERIALS, INC.	
BASS CONSTRUCTION CO., INC.	✓
BOHLMANN, INC.	
CAGLE CONSTRUCTION, INC.	
CARY-WAY BUILDING CO.	
CITY TECH CONSTRUCTION	
COL. BRO. CON., INC.	
COYLE BUILDERS, INC.	
CYTEX CONSTRUCTION, INC.	
DANIEL MCCLUNG	
DMW CONSTRUCTION CO.	
ECS	
ED MEYER BUILDING CO.	
FRANK PALOMO	
FREEPORT CONSTRUCTORS, INC.	
GALIN CORPORATION	
GARZA CONSTRUCTION	
GENE SEBESTA	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS	
HOUSTON CONTRACTOS ASSOC.	
HOWARD S. STONE CONSTRUCTION CO.	
INDUSTRIAL DESIGN	
INLAND ELECTRIC, INC.	
J.L. DRYMALLA CONSTRUCTION CO.	
JACO CONSTRUCTION, INC.	
JAMES ELLIOTT	
JANET LOICK	
KING CONSTRUCTION MATLS.	
KO'S ELECTRIC	

COMPANY	BID PRICE
M & M BUILDERS	
METER-V CONSTRUCTION CO.	
MEYERSON CONSTRUCTION CO.	
MILLS C. TOURTELLOTTE, PE.	
MODULAR DEVELOPMENTS	
NATIONWIDE CONSTRUCITON INC.	
NMC & CO.	
N & R CONSTRUCTION, INC.	
PHILMAR, INC.	
PRESIDIO ENGINEERING & CONSTRUCTION	
R. JOSEPH	
R.S. MCLINDON CO.	
R.W. CONSTRUCTION	
RANDALL CONSTRUCTION CO.	
RAY W. WOOD	
RODGER GOREE	
ROMAX CONSTRUCTION	
SHAB BUILDERS	
SHANKS CONSTRUCTION	
SHB BUILDERS, INC.	
STEELE BUILDING SYSTEMS, INC.	
STEVE MANGUN	
STUBBS - OVERBECK & ASSOC., INC.	
SUMCO, INC.	✓
SUNBELT INTERNATIONAL	
SUPERIOR BUILDING SYSTEM, INC.	
UNDERWOOD CONSTRUCTION	
WATKINS CONSTRUCTION CO.	
WEHRING PROPERTIES	✓
WESTINGHOUSE ELECTRIC CORP	
WHELLER BUNCH ASSOC., INC.	
RASKA BLDG ENTER, INC.	✓
ENGINEER CONTROL	

#14(4) 00184

BID ITEM: CONCRETE FINISHING WORK FOR PRECINCT #3 MAINTENANCE FACILITY

BID NUMBER: 86-126

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALLIED CONCRETE	
COD CONCRETE, INC.	
CORTEZ CONCRETE	
G.A. CULVER CONCRETE CO.	
GIFFORD-HILL	
HOUSTON SHELL & CONCRETE	
PIONEER CONCRETE	
SOUTHWEST READY MIX, INC.	
TEXAS INDUSTRIES, INC.	
TOWN & COUNTRY CONCRETE	
KING CONSTRUCTION	
THE ASPHALT CO., Inc.	
WEHRING PROP.	.55 per sq. Ft.
SUMCO, INC.	.65 " "
FLOYD CONSTR.	.40

AS PER ORIGINAL 14(5) 00185

BID ITEM: FOOD FOR COUNTY JAIL/JUVENILE DETENTION

BID NUMBER: 86-125

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
AMERICAN CHEF	
BRENHAM WHOLESALE GROCERY CO.	✓
FIVE STAR DISTRIBUTING	
FLOWERS BAKERS	
GLAZIER FOODS CO.	✓
JAKE'S EGG & DISTRIBUTING CO.	
KRAFT, INC.	
KROGER CO., STORE NO. 111	
MILT RAY FOOD SERVICE	
MOORES FOOD	
NUTRI-QUEST, INC.	
PETHERIOTES BROTHERS COFFEE CO.	✓
PYA/MONARCH	
RAINBOW BAKING CO.	
SAFEWAY STORE NO. 951	
SERVICE BROKERAGE CO.	
SCHOTT'S BAKERY, INC.	
SUNBEAM BAKERY	
SYSCO FOOD SERVICES, INC.	
YURIKA FOODS	
WHITE SWAN FOODS, INC.	
WOMACK MARKETING CO.	

15. APPROVE BILLS:

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

16. ADJOURNMENT:

Commissioners' Court adjourned at 2:00 p.m. Monday, December 1, 1986.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 1st day of December, 1986 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

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

*****APPROVED*****

_____
County Auditor

Date: 12-1-86

Time Reconvened: _____

Time Adjourned or Recessed: _____

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 8, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 1, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Review fee officers' monthly reports for the month of October.

6. Mayor John Stern, City of Needville, re: proposed hazardous waste injection wells near Boling.

7. Marsha Gaines, County Tax Assessor/Collector, re: consider requesting proposals for collection of Fort Bend County delinquent taxes.

8. Mr. Al Dobson, Chief Adult Probation Officer, re: request to advertise for bids on phone system for Legion Drive office building.

9. Mr. Gary Tilton, County Fire Marshall, re: amend Rural Fire Call budget in the amount of $661.42.

10. Consider payment of 1987 membership dues to the Texas Association of Counties in the amount of $2,440.

11. Consider approval of Cinco Ranch plats B-1, C-1, C-4, C-5 & D-1 in Precinct 3.

12. Accept roads in Shady Oaks Subdivision, Section 1 into the County road maintenance system in Precinct 1.

13. Consider application from Brown-Harris Inc. to install culverts along and across Canal Rd. in Precinct 3.

14. 10:00 a.m. - Continue public hearing and consider creation of Fort Bend Levee Improvement District #8 in Precinct 2.

15. 11:00 a.m. - Hold public hearing on partial replat of Mission Bend, San Miguel, Section 7 in Precinct 3 and consider action on same.

16. Accept bids for the following: (1) Finishing work on the Precinct 3 maintenance facility, downstairs, (#86-76); (2) Janitorial service for the George Memorial Library (#86-116); (3) Uniforms for the Fort Bend County Sheriff's Dept. (#86-117); (4) Milk for County Jail & Juvenile Detention (#86-120); (5) Road striping (#86-122).

17. Advertise for bids for concrete box culverts.

18. Meet in Closed Session to discuss land matters as authorized by Article 6252-17, Section 2 (f), V.T.C.S. and take action, if necessary.

19. 1:30 p.m. - Open bids for the following: (1) Mowing of County right-of-ways (#86-119); (2) Janitorial service for Courthouse Complex (#86-121); (3) Bread for County Jail & Junveile Detention (#86-123); (4) One or more new 3/4 ton pickup truck (#86-127).

20. Adjournment.

FILED FOR RECORD
~~NO.~~ _____ TIME 3:10 A.M. P.M.

DEC 4 1986

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

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

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, December 4, 1986 at 3:20 p.m. by D. Lindsey.

ADDENDUM TO AGENDA
OF MONDAY, DECEMBER 8, 1986

AS PER ORIGINAL

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following was inadvertently omitted from the Commissioners' Court agenda of Monday, December 8th and should therefore be considered as follows:

CONSIDER CONTRACT FOR COLLECTION OF DELINQUENT TAXES.

FILED FOR RECORD
NO. _____ TIME 8:55 A.M. P.M.

DEC 5 1986

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this addendum to the agenda of December 15th was posted on the bulletin board, County Courthouse and the glass panels, Courthouse Annex, Richmond, Texas on Friday, December 5, 1986 at 9:00 a.m. by D. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 8TH day of DECEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF DECEMBER 1, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 1, 1986.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with 1ST CITY RICHMOND, ROSENBERG BANK & TRUST, 1ST NATIONAL ROSENBERG and REPUBLIC BANK OF RICHMOND. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for the following: (Recorded in minutes in full)

328TH DISTRICT COURT
INDIGENT CARE
FM/LR PRECINCT #4
ROAD & BRIDGE PRECINCT #2 & #4
JUSTICE OF PEACE PRECINCT #2, PLACE 1
EXTENSION SERVICE

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

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel request for FIRE MA SHALL and JUVENILE PROBATION. (Recorded in minutes in full)

5. REVIEW FEE OFFICERS' MONTHLY REPORTS FOR THE MONTH OF OCTOBER:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept fee officers' and non-fee officers' monthly reports as presented for OCTOBER, 1986. (Recorded in in minutes in full)

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Release $ 100,000,

U.S. Treasury

Receipt # 701883

Due Date 11/30/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Republic Bank Richmond

Pledge ~~Release~~ $ 5,000,000,

U.S. Treasury Note

Receipt # 239815

Due Date 7/31/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Release $ 1,000,000,

U.S. Treasury

Receipt # 684515

Due Date 9/30/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Republic Bank Richmond

Pledge ~~Release~~ $ 5,000,000

U.S. Treasury Note

Receipt # 239991

Date Due 11/15/90

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Republic Bank Richmond

Release $ 10,000,000,

U.S. Treas.

Receipt # 237317

Due Date 5/15/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 500,000,

U S Treasury

Receipt # 795420

Due Date 5/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 200,000,

Garland, Tx Reg LT N/C

Receipt # 999716

Due Date 9/1/94

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 500,000,

U.S. Treasury

Receipt # 800710

Due Date 7/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 100,000

Lam Tx ISD

Receipt # 825501

Date Due 2/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 50,000,

League Cty Bd '81

Receipt # 820513

Due Date 7/10/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____

_____

Receipt # _____

Due Date _____

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 8th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

EXTENSION SERVICE - 0032 DEPT.	FROM	TO	INCREASE (DECREASE)
0700 Transportation & Travel	24,000.00	17,900.00	(6,100.00
1010 Property & Equipment	4,310.00	7,860.00	3,550.00
1062 Office Supplies	4,664.00	4,714.00	50.00
2070 Repairs to Building	900.00	3,400.00	2,500.00

DATE: December 5, 1986

DEPARTMENT HEAD: P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

Justice of the Peace
Precinct 2-1

		DEPT.	FROM	TO	INCREASE (DECREASE)
10 50	0052	4010 Fees + Services	1,800.00	1,602.95	(197.05)
10 50	0052	0701 Conferences	750.00	757.05	7.05
10 50	0052	1010 Property & Equipt.	1,000.00	1,190.00	190.00

DATE: 12-3-86

DEPARTMENT HEAD: George Molina

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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

On this the _____ day of _____, , at a _____
Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on ,the Court heard and approved a budget for the year for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted

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

AYES: _____

NAYES: _____

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

	Precinct #4 DEPT.	FROM	TO	INCREASE (DECREASE)
7/M	Lumber & Hardware 12 08 0064 7003	20,000.00	15,000.00	(5,000.00)
	Repairs&Parts/Shop Supplies 12 08 0064 7007	135,000.00	140,000.00	5,000.00
	Rentals 08 04 0050 3020	13,000.00	14,000.00	1,000.00
RB	Damages/Tresspass Chg. 08 04 0050 7010	5,500.00	4,500.00	(1,000.00

DATE: December 8, 1986

DEPT. HEAD Bob Lutts

THE COUNTY OF FORT BEND

BY: J. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Indigent Care 0029 DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0029 4010 Fess/Services	18,500	16,200	(2,300)
10 50 0029 5041 Groc/Medicine	43,000	45,000	2,000
10 50 0029 7019 Repairs/Maint	500	600	100
10 50 0029 1062 Office Supplies	900	1,100	200

DATE: 12-3-86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL 00197

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 198

On this the _____ day of _____, 1986, at a _____ Session of the Commissioners' Court the following members being present;

Jodie Stavinoha---------- COUNTY JUDGE
Johnnie Pustka---------- COMMISSIONER PRECINCT # 1
Ben Denham---------- COMMISSIONER PRECINCT # 2
Alton Pressley---------- COMMISSIONER PRECINCT # 3
Bob Lutts---------- COMMISSIONER PRECINCT # 4

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986, for Fort Bend County; and

WHEREAS, an emergency expenditures 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 1986, adopted November 25, 1985.

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:

328TH DISTRICT COURT DEPT.	FROM	TO	INCREASE (DECREASE)
4010 Fees and Services	19,937.00	18,247.00	(1,690.00)
0701 Conferences/Seminars/Training	2,000.00	2,100.00	100.00
1062 Office Supplies	2,194.00	2,794.00	600.00
1010 Property Equipment	856.00	1,656.00	800.00
0200 Salaries & Labor	122,769.00	122,949.00	180.00
0400 Retirement	8,642.00	8,652.00	10.00

DATE: 12/2/86

DEPT. HEAD [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 8th day of December, 1986 at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December 1985 the Court heard and approved a budget for the year 1986 for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted December

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 and Bridge	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-7005	Gas & Oil	42,000.00	36,029.67	(5,970.33)
08-02-0048-7010	Damages & Trespass chrg	305.09	35.09	(270.00)
08-02-0048-5031	Road Matls	392,897.55	413,801.00	20,903.45

DATE: December 5, 1986

DEPT. HEAD _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDINC THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 8th day of December, 1986 at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December 1985 the Court heard and approved a budget for the year 1986 for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted December

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 and Bridge	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-7006	Tires & Tubes	18,730.00	18,041.00	(689.00)
08-02-0048-7003	Lumber & Hardware	9,943.64	9,940.64	(3.00)
08-02-0048-0700	Transportation & Travel	7,200.00	6,486.26	(713.74)
08-02-0048-0701	Conferences Seminars	3,340.00	3,238.22	(101.78)
08-02-0048-1010	Property & Equipment	196,500.00	195,300.20	(1,199.80)
08-02-0048-1062	Office Supplies	5,000.00	4,925.00	(75.00)
08-02-0048-2000	Utilities	30,000.00	26,800.00	(3,200.00)
08-02-0048-3020	Rentals	15,000.00	6,125.00	(8,875.00)
08-02-0048-4010	Fees & Services	53,000.00	53,409.00	409.00
08-02-0048-7004	Road Signs	8,500.00	8,285.20	(214.80)

DATE: December 5, 1986

DEPT. HEAD [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Sterling Moore

Period: Date of Departure 12/10/86

Date of Return 12/11/86 also 12/12/86

Purpose of Trip: Effective Project Planning & Management

Places to be Visited: San Antonio, Texas

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

Sterling Moore
Name

12/1/86
Date

Acting Chief Juv. Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-8-86
Date

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure January 10, 1987

Date of Return January 10, 1987

Purpose of Trip: Municipal Insturctors Planning Workshop For Summer Fire School

Places to be Visited: Tex. A+M.

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

Gary A. Tilton
Name

December 2, 1986
Date

County Fire Marshal
Title

* *

Approved: Commissioners' Court

County Judge

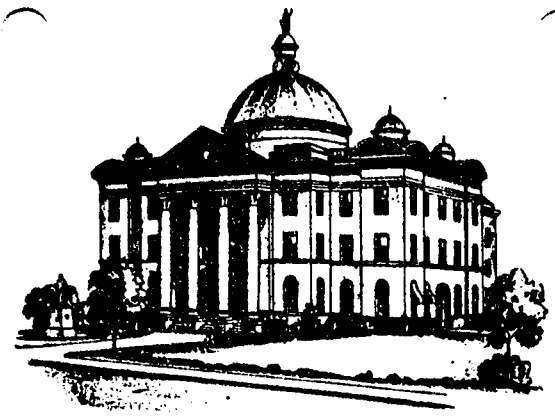
12-8-86
Date

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

00202 5

Diane Wilson

0032



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

December 8, 1986

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of ~~September~~ October 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

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

Moved be 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 October 1986 be approved as recommended by the County Auditor in her letter of December 8, 1986.

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

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AS PER ORIGINAL

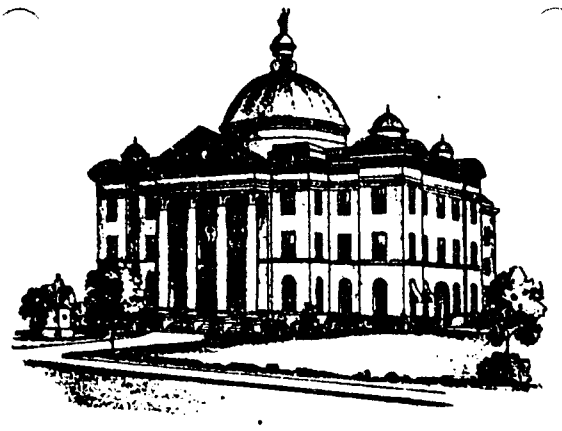
AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

OCTOBER 1986

CHILD SUPPORT	1,488.00
HEALTH AND SANITATION	1,238.00
AMBULANCE	9,826.30
ANIMAL CONTROL	2,845.50
SANITARY LANDFILL	81,608.52
LIBRARIES	2,832.05
INDIGENT CARE	206.00
FAIRGROUNDS	3,453.50
ADULT PROBATION (FUND 99)	36,737.50
JUVENILE PROBATION	1,732.00
COUNTY ENGINERRING	170.00
BAIL BOND BOARD	500.00
TOTAL FOR THE MONTH	142,637.37



JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

December 8, 1986

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of ~~September~~ October 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

It was brought to our attention that Constable Pct. 1 Henry Hejl without prior consent, advice or knowledge of this office took it upon himself to discontinue the approved, prescribed manual docket book system of recording cases and fees and replaced it with a computerized docket system which was designed by his staff and programmed by Data Processing. However, Constable Hejl's monthly report is still maintained on the manual system.

We conducted a comprehensive analysis of the computerized docket and reporting program of Constable Pct 3 Bob Parker and Constable Hejl's program and have found Pct. 3's system to be a complete docketing and financial reporting system which can be easily updated, revised and installed for immediate use by all constables, whereas Constable Pct 1's system is simply a computerized docket book and only generates a statitiscal report of the number of papers served by month and year.

We have therefore approved Constable Pct 3's computerized docketing and financial reporting system as the prescribed procedure to be used by all Constables in Fort Bend County. The approval of this system does not imply that the manual system is to be completely and immediately discontinued; only that when it is within the approved budget of the remaining constables to secure the necessary hardware to computerize their dockets and reports that they are not to use any program or system other than the system developed by Constable Parker, programmed in RBASE 5000 by Peter Steiger. We understand that the criminal portion of this system is in development stages and upon written documentation and completion of parallel testing it will be studied in the same manner to determine it's adequacy and efficiency before it is approved as the prescribed procedure for criminal and traffic accounting of cases and fees.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

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

Moved be Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of October 1986 be approved as recommended by the County Auditor in her letter of December 8, 1986.

William Meitzen, District Attorney
Diane Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wleczyk, District Clerk
Guss George, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

FEE OFFICERS REPORT TO COMMISSIONERS COURT
OCTOBER 1986

OFFICER		FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge		1,093.50			1,093.50
County Clerk					
Civil	4,221.00				
Criminal	4,916.20	81,265.35	22,389.40	15,712.00	119,366.75
District Clerk					
Civil	15,406.25				
Criminal	471.25	27,630.75	1,548.00	51,850.37	81,029.12
Tax Collector		71,512.19	56,386.10		127,898.29
District Atty.		3,634.09			3,634.09
Sheriff					
Civil	7,438.82				
Criminal	1,699.50	7,544.82		32,389.50	39,934.32
J.P. #1					
Civil	125.00				
Criminal	11,908.80	12,938.80		5,846.95	18,785.75
J.P. #2-1					
Civil	226.00				
Criminal	3,329.50	4,831.50		1,347.00	6,178.50
J.P. #2-2					
Civil	7.00				
Criminal	15,431.50	15,441.50		6,007.50	21,449.00
J.P. #3					
Civil	795.55				
Criminal	5,124.35	10,721.90		1,423.65	12,145.55
J.P. #4					
Civil	140.00				
Criminal	24,697.64	25,954.64		6,760.00	32,714.64
Constable #1		3,274.57			3,274.57
Constable #2		2,390.00			2,390.00
Constable #3		7,859.16		3,004.48	10,863.64
Constable #4		2,820.22		824.00	3,644.22
TOTAL		278,912.99	80,323.50	125,165.45	484,401.94

* County Revenues deposited into the General Fund.

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

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

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

6. MAYOR JOHN STERN, CITY OF NEEDVILLE, RE: PROPOSED HAZARDOUS WASTE INJECTION WELLS NEAR BOLING:

Judge Stavinoha discussed the status of the application for proposed toxic waste wells.

John Stern, Mayor, City of Needville discussed the hazards of the proposed waste wells near Boling.

7. MARSHA GAINES, COUNTY TAX ASSESSOR/COLLECTOR, RE: CONSIDER REQUESTING PROPOSALS FOR COLLECTION OF FORT BEND COUNTY DELINQUENT TAXES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to request proposals for collection of Fort Bend County delinquent taxes to be submitted to the County Judge by 5:00 p.m. on December 18, 1986 and consider on December 22.

8. MR. AL DOBSON, CHIEF ADULT PROBATION OFFICER, RE: REQUEST PROPOSALS ON PHONE SYSTEM FOR LEGION DRIVE OFFICE BUILDING:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to request for proposals on phone system for Legion Drive office building for lease or purchase. (Recorded in minutes in full)

9. MR. GARY TILTON, COUNTY FIRE MARSHALL, RE: AMEND RURAL FIRE CALL BUDGET IN THE AMOUNT OF $661.42:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend Rural Fire Call budget in the amount of $661.42. Funds to come from Contingency fund - an emergency is declared.

Gary Tilton, Fire Marshall requested additional fund for 1986.

10. CONSIDER PAYMENT OF 1987 MEMBERSHIP DUES TO THE TEXAS ASSOCIATION OF COUNTIES IN THE AMOUNT OF $2,440:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the 1987 membership dues to the Texas Association of Counties in the amount of $2,440. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF CINCO RANCH PLATS B-1, C-1, C-4, C-5 & D-1 IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Cinco Ranch Plats B-1, C-1, C-4, C-5 & D-1 in Precinct 3. Plat and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

12. ACCEPT ROADS IN SHADY OAKS SUBDIVISION, SECTION 1 INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the following roads in Shady Oaks Subdivision, Section 1 into the county road maintenance system

Monday, December 8, 1986

TO: Commissioners Court

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: Delinquent Tax Attorneys
Delinquent Tax Collections

I am in Austin, Texas attending the County Tax Assessor-Collectors Jurisprudence Committee Meeting of which I am a member. I am also attending a Tax Seminar on the Texas Economy and its Impact on Property Taxes - The Status and Protection of Property Taxes in Bankruptcy and Foreclosure Cases.

Since I did not place the items on the agenda that concern my office I would like this statement read so that it may be included in the minutes of this Commissioners Court Meeting.

I respectfully submit the following:

I would like to know what the Delinquent Tax Attorneys are going to do for Fort Bend County - we know what we are doing for them.

I am requesting a Delinquent Tax Roll from the Delinquent Tax Attorneys by a certain date. This is for their benefit as well as ours. We are talking about delinquent accounts.

What is absolutely necessary is research, and that is part of the Delinquent Tax Attorneys Responsibility. We must have a Delinquent Tax Roll. The county cannot afford the dollars and I do not have the personnel to handle this task.

We have collected 25% of our 1985 Delinquent Tax Roll. Our contract states we will pay the Delinquent Tax Attorneys 15% of delinquent tax dollars collected including 15% of the penalty and interest. This is easy money. I want to know what they are going to do to earn this money. In 16 months we have paid the Delinquent Tax Attorney $251,686.79. They have collected approximately 1.6 million dollars in taxes of which $1,386,408.68 are for the 1984 and 1985 tax years. At 15% that is approximately $207,961.30 that leaves only $43,725.49 paid out for prior years.

I am requesting the Delinquent Tax Attorneys place a full time person in this office. It takes tax office personnel and our time to talk to these people, research these accounts, and run a history chain on the property. It is necessary for this to be done as the old Delinquent Tax Roll is not 100% correct. I now have a Delinquent Tax Department staffed with one full time person and one part time person. They would work with the Delinquent Tax Attorney's personnel. We will be here to assist - not do their work. I would not be presumtuous enough to ask any firm for a person without 8 hours of work for them. There is more than 8 hours of work, but first we must have a Delinquent Tax Roll.

The attorney firms that have been in my office have all said these requests would be no problem, and are not unreasonable. I think we need to state our requirements in the contract and have deadlines for completion. We pay more than enough money to compensate them for these expenses.

I think we should publish a notice requesting proposals from Delinquent Tax Representatives and state our requirements. These proposals should be in our offices two weeks before the date to be heard in court. This will allow sufficient time for review. If they are not submitted they will not be placed on the agenda for consideration.

I am only interested in what is best for Fort Bend County, and the taxpayers of this county. I work for both.

I realize that the court hires and fires the Delinquent Tax Attorneys, but I respectfully request that I be made part of the negotiations, and the writing of the contract.

Thank You.

AS PER ORIGINAL #8 12/8 AGENDA

ADULT PROBATION DEPARTMENT

PROBATION WORKS 00210

0032

A. E. "Al" Dobson, Jr.
Chief

December 3, 1986

Honorable Jodie E. Stavinoha
Judge, County of Fort Bend

Dear Judge Stavinoha:

On December 8, 1986, I will be requesting the Court to go out for bids on a new phone system for our office building on Legion Drive. Attached is a copy of some figures I have compiled which should be self explanitory.

I look forward on appearing before Commissioner's Court regarding this matter. If you have any questions prior to December 8, 1986, please do not hesitate to call.

Sincerely,

A.E. "Al" Dobson, Jr.
Chief Adult Probation Officer

AED/dp

Enclosure

RECEIVED
DEC 3 - 1986
COUNTY JUDGE

118 LEGION DR., P. O. BOX 666, RICHMOND, TEXAS 77469 - 713/342-2761 - Mon.-Fri. 5 p.m. - 7 p.m. 713/232-2761 Mon-Thur.

CURRENT COSTS - PHONE SYSTEM

		Per Month	Annually
Lease from AT&T, Equipment		$ 693.72	$ 8,324.64
Line Change, S.W. Bell For Trunks		976.80	11,721.00
Employee, Switchboard (Salary)		1,050.83	12,610.00
Benefits:	Retirement	73.56	882.70
	Social Security	75.14	901.62
	Dental Insurance	9.43	113.16
	Medical Insurance	62.56	750.72
		$ 2,942.04	$ 35,303.84

PROPOSED PHONE SYSTEM

No employee required
direct lines

	Approximate Per Month	Approximate Annual
50 Phones (Electronic) expandable to 60 with D.I.D. lines.	$ 0.00	$ 16,000.00
Line Change S.W. Bell, 6 D.I.D. (Inway) Trunks	969.90	11,638.80
4 Two Way Trunks	488.00	5,856.00
Installation	0.00	327.45
Approximate Cost for 1st Year		$ 33,822.25
Approximate Cost for 2nd Year		17,494.80

(Not Including Maintainence Agreement)

10 00212

0032

TEXAS ASSOCIATION OF COUNTIES

P.O. Box 2131
Austin, Texas 78768
(512) 478-8753

RECEIVED
NOV 17 1986
COUNTY JUDGE

United Bank Tower
400 W. 15th Street, Suite 604
Sam E. Clonts, Executive Director

INVOICE

AS PER ORIGINAL

COUNTY MEMBERSHIP DUES

1987 Membership Dues for Fort Bend County are $2440 —.

cc. County Judge

in Precinct 1. (approximately 1 mile)

Shady Oaks Lane
Pecan Wood Lane
Hollow Bend Lane

13. CONSIDER APPLICATION FROM BROWN-HARRIS INC. TO INSTALL CULVERTS ALONG AND ACROSS CANAL RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Brown-Harris Inc. to install culverts along and across Canal Rd. in Precinct 3.

14. 10:00 A.M.- CONTINUE PUBLIC HEARING AND CONSIDER CREATION OF FORT BEND LEVEE IMPROVEMENT DISTRICT #8 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until December 22 at 10:00 a.m.

15. 10:00 P.M.- CONTINUE PUBLIC HEARING ON PARTIAL REPLAT OF MISSION BEND, SAN MIGUEL, SECTION 7 IN PRECINCT 3 AND CONSIDER ACTION ON SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept partial replat of Mission Bend, San Miguel, Section 7 as presented which consist of 40 lots with 20 foot building lines (building set back lines of 25' being waived).

Robert Shindler representing Putney, Moffatt & Easley discussed the set back lines.

16. ACCEPT BIDS FOR THE FOLLOWING: (1) FINISHING WORK ON THE PRECINCT 3 MAINTENANCE FACILITY, DOWNSTAIRS, (#86-76); (2) JANITORIAL SERVICE FOR THE GEORGE MEMORIAL LIBRARY (#86-116); (3) UNIFORMS FOR THE FORT BEND COUNTY SHERIFF'S DEPT. (#86-117); (4) MILK FOR COUNTY JAIL AND JUVENILE DETENTION (#86-120); (5) ROAD STRIPING (#86-122):

Accept bid for finishing work on the Precinct 3 maintenance facility, downstairs:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be award to RASKA'S BUILDING for Precinct 3 maintenance facility, downstairs in the amount of $9,450.00. The Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for janitorial service for George Memorial Library:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SOUTHWESTERN BUILDING SERVICE for George Memorial library in the amount of $$2,567.00 per month. The Court further finds that said bid meet all specifications. (Recorded in minutes in full)

Accept bid for uniforms for the Fort Bend County Sheriff's dept.:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MARTINS UNIFORMS for Fort Bend County Sheriff's dept. in the amount of $229.40 for a typical uniform. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th. day of December, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Brown-Harris, Inc. dated October 14, 1986, permit no. 80774 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 17th. 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 Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
for COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 80774

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, Texas.

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

December 3, 1986
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- ____ Perpetual bond currently posted

-or-

- x Performance bond submitted in the amount of $42,847.40

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

DUAL OBLIGEE RIDER

TO PERFORMANCE AND PAYMENT BOND Number 109538

WHEREAS, on or about the day of , 19 , BROWN-HARRIS, INC. , as Contractor, entered into a written agreement with HARLAN SMITH, INC. ON BEHALF OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

as Owner, for the construction of DRAINAGE FACILITIES

herein referred to as the Contract, and

WHEREAS, the Contractor and Seaboard Surety Company, as Surety, made, executed and delivered to said Owner their joint and several Bond, and

WHEREAS, the Owner has requested that FORT BEND COUNTY, TEXAS

(hereinafter called "Co-obligee") said Co-obligee having a material interest in the performance of said contract, be named as an obligee in the Bond and has requested the Contractor and the Surety to join with the Owner in the execution and delivery of this Rider and the Contractor and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name of FORT BEND COUNTY, TEXAS , as Co-obligee shall be added to said Bond as a named obligee.

2. The rights of the Co-obligee shall be subject to the condition precedent that all the Owner's obligations to the Contractor be performed; provided, however, that the aggregate liability of the Surety under said Bond, to the Owner and the Co-obligee, as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond jointly to the Owner and the Co-obligee; and further provided there shall be no liability under the Bond to the Owner or to the Co-obligee, or to either of them, unless payment be made to the Contractor at the time and in the manner provided in the Contract.

3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED this day of , 19 .

HARLAN SMITH, INC. ON BEHALF OF FORT BEND
OWNER
COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

By _____

BROWN-HARRIS, INC.
CONTRACTOR

By Carl Harris President

SEABOARD SURETY COMPANY

By C. Stephen Crum
C. Stephen Crum ATTORNEY-IN-FACT

TARPEY & COMPANY LICENSE #0102432
P. O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

FORM 502

Return to [illegible] 12-8-86 [illegible]

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF FORT BEND

BOND NO. 109538

KNOW ALL MEN BY THESE PRESENTS: That BROWN-HARRIS, INC. of the City of RICHMOND County of FORT BEND, and State of TEXAS, as principal, and SEABOARD SURETY COMPANY authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto HARLAN SMITH, INC. IN BEHALF OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 (Owner), in the penal sum of FORTY TWO THOUSAND, EIGHT HUNDRED FORTY SEVEN & 40/100 Dollars ($ 42,847.40) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 1st day of December, 19 86, to

CONSTRUCT DRAINAGE FACILITIES

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this

---

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

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bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. 00218

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of December, 19 86.

BROWN-HARRIS, INC.
Principal

By Carl M. Harris

Title President

Address P. O. Box 507

Richmond, TX 77469

SEABOARD SURETY COMPANY
Surety

By C. Stephen Crum

Title C. Stephen Crum, Attorney-in-Fact

Address P. O. Box 924528

Houston, TX 77292-4528

The name and address of the Resident Agent of Surety is:

TARPEY & COMPANY LICENSE #0102432
P. O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

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Certified Copy

No. 1257

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

CC 1861

00219

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Henry D. Childers or Jim Baughman

of Houston, Texas

its true and lawful Attorney-in-Fact, **to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature** as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 1st day of August, 1984

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest: (Seal) Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 1st day of August, 1984, before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal) PATRICIA L. LEBBING
A Notary Public of New Jersey
My Commission Expires May 25, 1987

Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this ..... day of ....., 19.....

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Assistant Secretary

Form 957 (Rev. 7/84)

For verification of the authenticity of this Power of Attorney you may call, collect, 212-943-7440 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above named individual(s) and details of the bond to which the power is attached.

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)

00220

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80774

Formal notice is hereby given that BROWN-HARRIS, INC., propos 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	Jacked	Driven	Remova
Canal Road	300' South of FM 1093	25'				X
Canal Road	1,450' South of FM 1093	Dual 25'	X			
Canal Road	120' South of FM 1093	67'	X			
Canal Road	180' South of FM 1093	75'	X			
Canal Road	80' South of FM 1093	85'	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
Canal Road	2,600' South of FM 1093	2,625' S. of FM1093	25'

General Description

By the open cut method we will remove one 18" culvert, install dual 30" culverts and in three places single 36" culverts. An 18" culvert parallel to Canal Road is also to be installed.

The location and description of the proposed installation and appurtenances is more fully sh on the attached plans and drawings. (Plans and drawings of proposed installation and appurt 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: BROWN-HARRIS, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Carl Lee Harris
(Signature)

NAME & TITLE CARL LEE HARRIS PRESIDENT
(Please Print)

DATE: October 14, 1986
ADDRESS 2141 Preston St. P.O. Box 507
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip
TELEPHONE NO: 713/342-1138

00221 0032

1611

FINISHING WORK - PRECINCT #3 MAINTENANCE FACILITY
BID #86-76

COMPANY	TOTAL BID PRICE	PROOF OF INSURANCE SUBMITTED	REMARKS
✓ RASKA'S BUILDING	$9,450.00	LETTER FROM INSURANCE COMPANY SUBMITTED AS PROOF OF INSURANCE.	A/C HEATING IS AN ADDITIONAL COST OF $885.00 IF TO TO BE INCLUDED IN BID (LABOR ONLY).
WEHRING PROPERTY	$16,630.00	YES	5 TON A/C, ELECTRIC HEAT, 3 PHASE 480 VOLT, FURNISH AND INSTALL DUCT WORK FOR EXHAUST FAN IN SIGN PRESS ROOM. TOTAL A/C BID $6,270.00
BASS CONSTRUCTION CO., INC.	$22,897.00	NO	NONE
SUMCO, INC.	$27,946.00	YES	FOR 5 TON 9+ HIGH EFFICIENCY WITH ELECTRIC HEAT HVAC SYSTEM COMPLETE WITH EQUIPMENT AND DUCT WORK MATERIAL ADD $5,280.00

002222

0032

16/2

JANITORIAL SERVICE GEORGE MEMORIAL LIBRARY. BID #86-116

COMPANY	BID PRICE PER MONTH	REMARKS
TOWN & COUNTRY CLEANING SERVICE	$2,100.00	DOES NOT MEET SPECS. REQUIREMENT THAT BIDDER MUST CURRENTLY HOLD CONTRACTS ON BUILDINGS OF EQUAL OR LARGER SIZE NOT MET.
SOUTHWESTERN BUILDING SERVICE	$2,567.00	LOWEST BIDDER MEETING SPECIFICATIONS.
ACTIVE BUILDING MAINT.	$3,043.51	NONE
FIRST AMERICAN BLDG MAINT.	$3,577.62	NONE
PENA'S CLEANING SERVICE	$3,893.75	NONE
HIGH RISE SERVICES	$4,000.00	NONE
SUNSHINE JANITORIAL SERVICE	$5,000.00	NONE
TECHNI-CLEAN	$5,200.00	NONE

00223

UNIFORMS FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT. BID #86-117

	MARTINS UNIFORMS		FACTORY SALES	
ITEM	PRICE	DESCRIPTION	PRICE	DESCRIPTION
#1 PANTS	$27.25	MARTINS #21565 W TAUPE	$24.10	LOT #900
#2 SHIRTS LS MEN	$24.40	MARTINS #23485	$23.80	LOT #919AP (ALTERNATE 2919AP @ $24.50)
#3 SHIRTS LS LADIES	$24.40	MARTINS #23445	$23.80	LOT #905AP (ALTERNATE 2905AP @ $24.50)
#4 SHIRTS SS MEN	$21.95	MARTINS #22485	$21.50	LOT #959AP (ALTERNATE 2959AP @ $22.50)
#5 SHIRTS SS LADIES	$21.95	MARTINS #X23445	$21.50	LOT #975AP (ALTERNATE 2975AP @ $24.50)
#6 POLICE WINDBREAKER	$53.50	BLAVER 345 BROWN	$55.50	LOT #2527
#6A BENDOVER TIE	$ 2.50	MARTINS 26475	$3.50	455FBS
#7 RIVER BELT	$30.20	DON HUME B106C	$30.75	B106CS
#8 ALLSTAR HOLSTER	$37.95	DON HUME H286C	$38.35	H286SGC
#9 HANDCUFF CASE	$13.95	DON HUME C303C	$13.90	C303CS
#10 SPEEDLOADER	$14.25	DON HUME D415C	$16.20	D415-C
#11 CLIP CASE	$15.90	DON HUME D407C	$15.70	D407-C
#12 BELT KEEPER (SINGLE)	$ 2.35	DON HUME S502-1C	$ 2.50	S5021CS
#13 BELT KEEPER (DOUBLE)	$ 3.45	DON HUME S502-4C	$ 3.60	S5024CS
TYPICAL MENS UNIFORM	$229.40		$231.20	

(typical mens uniform consists of Men's pants, long sleeve shirt, short sleeve shirt, tie, windbreaker, river belt, allstar holster, handcuff case, speedloader, belt keeper double).

Accept bid for milk for County Jail & Juvenile Detention:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to OAK FARMS DAIRIES for milk for County Jail & Juvenile Detention in the amount of .15¢ per unit. (Recorded in minutes in full)

Accept bid for road striping:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone for further study.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids and readvertise for same.

17. ADVERTISE FOR BIDS FOR CONCRETE BOX CULVERTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for concrete box culverts.

RECESS:

Commissioners' Court recessed at 11:50 a.m.

18. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (F), V.T.C.S. AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

RECONVENE:

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

19. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) MOWING OF COUNTY RIGHT-OF-WAYS (#86-119) (2) JANITORIAL SERVICE FOR COURTHOUSE COMPLEX (#86-121); (3) BREAD FOR COUNTY JAIL & JUVENILE DETENTION (#86-123); (4) ONE OR MORE NEW 3/4 TON PICKUP TRUCK (#86-127):

Open bids for mowing of county right-of-ways:

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

1) ERNEST ZOMALT
2) MORTON BROTHERS
3) ASSOCIATED MOWING SERVICES

Open bids for janitorial service for courthouse complex:

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

1) ACTIVE BUILDING MAINTENANCE SVC.
2) FIRST AMERICAN MAINTENANCE, INC.
3) OYSTER CREEK INDUSTRIES
4) SOUTHWESTERN BUILDING SERVICES
5) TOWN & COUNTRY OFFICE CLEANING
6) TECHNI CLEAN
7) MAID SERVICE
8) EUGENIE ASHE
9) KAMINSKI JANITORIAL SERVICE

MILK FOR COUNTY JAIL AND JUVENILE DETENTION
BID #86-120

COMPANY	UNIT PRICE	DELIVERY DAYS
OAK FARMS DAIRIES	$.1500	TWO DAYS PER WEEK SCHEDULE TO BE WORKED OUT.
SCHEPPS DAIRY	$.185	TUES, FRI
L.R. KERSTEN	$.25	TUE, THUR & SAT

10/5

00226

0032

PAVEMENT MARKING BID #86-122

COMPANY	UNIT PRICE PER LINEAR FOOT
STRIPING UNLIMITED	$.22
THE SAFE STRIPE CORP.	$.14 (BLAST CLEANING FOR SURFACE PREPARATION WILL CARRY AND ADDITIONAL CHARGE OF $.70 PER SQ.FT.) (.37 1/3)

19/1

Open 12-8-86

00227

0032

BID ITEM: MOWING OF THE COUNTY RIGHT-OF-WAYS.

BID NUMBER: 86-119

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A & B CLEAN-R-UP SERVICE	
ARCOA CORPORATION — Reminded 12-5	
BONNIE & T.W. STUTES	
DALE BOLT	
E.B. LANDSCAPING SVC.	
ERNEST ZOMALT ✓ — No Answer 12-5	✓
GABACO TRACTOR	
GLEN NEYMEYER	
H & H TRACTOR, INC.	
J & R LAWNMOWER	
J. SMITH - SERVICES	
JAMES NEALEY	
JOHNNY BONDS TRACTORS, INC.	
LEWIS WILLIAMS	
MANVEL MOWING SERVICE, INC.	
MCADAMS CLEANING SERVICES	
MORTON BROTHERS ✓ — Reminded 12-5	✓
THE GANSON CO.	
THOMPSON CONSTRUCTION	
TRIPLE H CONTRACTORS, INC.	
TURF MANAGEMENT	
WADE ZIRKELBACH	
Associated Mowing Services ✓	✓

19/2

00228

BID ITEM: JANITORIAL SERVICE FOR THE FORT BEND COUNTY COURTHOUSE COMPLEX.

BID NUMBER: 86-121

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ACTIVE BUILDING MAINTENANCE SVC. ✓	✓
BLUE CHIP BUILDING MAINTENANCE	
C.C. CLEANING SERVICE	
CAN DO IT MAINTENANCE SERVICE	
FIRST AMERICAN MAINTENANCE, INC. ✓	✓
FOSTER MAINTENANCE CO.	
HIGH RISE SERVICES	
OYSTER CREEK INDUSTRIES ✓	✓
PENAS CLEANING SERVICE	
P & W SERVICES	
RALPH ROCCO	
SOUTHWESTERN BUILDING SERVICES ✓	✓
SUNSHINE SERVICES	
TOWN & COUNTRY OFFICE CLEANING ✓	✓
TECHNI CLEAN ✓	✓
LUPE ~~RAMIREZ~~ MAIO SERVICE ✓	✓
DONALD TEXKL	
Eugenie Ashe ✓	✓
Kaminski Janitorial Service ✓	✓

Open bids for bread for County Jail & Juvenile Detention:

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

1) Rainbow Baking Co.
2) Schotts Bakery, Inc.
3) Service Brokerage Co.

Open bids for one or more new 3/4 ton pickup truck:

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

1) Chuck Miller Ford
2) Dub Miller Fort, Inc.
3) Helfman Ford
4) Kinsel Ford, Inc.
5) Marshall Chev-Olds

20. CONSIDER CONTRACT FOR COLLECTION OF DELINQUENT TAXES:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until December 22, 1986.

21. ADJOURNMENT:

Commissioners' Court adjourned at 1:50 p.m. Monday, December 8, 1986.

00230
19/3

BID ITEM: BREAD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION.

BID NUMBER: 86-123

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
AMERICAN CHEF	
BRENHAM WHOLESALE GROCERY CO.	
FIVE STAR DISTRIBUTING	
FLOWERS BAKERS	
GLAZIER FOODS CO.	
JAKES EGG & DISTRIBUTING CO.	
KRAFT, INC.	
KROGER CO.	
MILT RAY FOOD SERVICE	
MOORES FOODS	
PETHERIOTES BROTHERS COFFEE CO.	
PYA/MONARCH	
RAINBOW BAKING CO. ✓	✓
SAFEWAY STORES	
SCHOTTS BAKERY, INC. ✓	✓
SERVICE BROKERAGE CO.	
SUNBEAM BAKERY	
SYSCO FOOD SERVICES, INC.	
THOMAS COOK AND CO.	
YURIKA FOODS	
WHITE SWAN FOODS, INC.	
WOMACK MARKETING CO.	

19/4

00231

BID ITEM: PURCHASE OF ONE OR MORE NEW 3/4 TON PICKUP TRUCKS.

BID NUMBER: 86-127

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD	
APPLE CHEVROLET	
ARCHER CHRY-PLY	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD ✓	(does not meet Spec) 10,690.00
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC. ✓	12,051.07
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD ✓	11,642.00
JACK ROACH FORD	
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC.	
KINSEL FORD, INC. ✓	12,436.97
KNAPP CHEVROLET	
LAWRENCE MARSHALL CHEV-OLDS. ✓	No BID
LEBLANC-WALDROP CHRY.	
MARSHALL ~~FORD-MERCURY~~ Chev-Olds ✓	12,462.56
MCMILLAN FORD	
MORT HALL FORD	
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSEL AND SMITH FORD	
SAN JACINTO FORD	

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 15, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 8, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Mr. Bruce Spitzengel, re: consider authorization for proposals for engineering and grant administration services for the Texas Community Development Program - Fifth Street Project and consider appointing committee to review proposals.

6. Constable Richard Pring, Precinct 4, re: request to advertise for bids for purchase of automobile(s).

7. Constable W. C. Todd, Precinct 2, re: request approval of reserve deputies Randy K. Dluhy & Aubrey R. Sturrock.

8. Consider approval of lease agreement for office space in Needville for Precinct 2 Justice of the Peace & Constable, and Tax Office.

9. Consider renewal of State contract for County Health Officer.

10. Set public hearing date for Westmoor Dr. realignment, West Oak Village Subdivision in Precinct 3.

11. Set public hearing date for proposed abandonment of a portion of Lake Dr. in Precinct 3.

12. Set public hearing date for cancellation of subdivisions known as Pin Oak Estates & Pin Oak Estates, Section 1 in Precinct 3.

13. Consider exchange of property between Fort Bend County and Polly Ryon Memorial Hospital.

14. Consider approval of license and easement from the Corps of Engineers for the Clodine Ditch in Precinct 3.

15. Accept donation of 100' radio tower from Polly Ryon Memorial Hospital.

16. Consider closing of ~~Debra~~ Deborah Street for bridge replacement in Precinct 3.

17. Accept HGAC bid for ambulance and consider trade-in allowance (funds are available).

18. Consider approval of transferring funds from Drainage District budget into Capital Projects Fund.

19. Consider application from Plantation Municipal Utility District to lay a water line crossing Rabbs Bayou in Precinct 1.

20. Consider application from Entex Inc. to lay gas line crossing J. Meyer Road in Precinct 1.

21. Consider accepting bids on the following: (1) Mowing of County Right-of-way (#86-119); (2) Janitorial service for Courthouse Complex (#86-121); (3) Bread for County Jail/Juvenile Detention (#86-123); (4) One or more 3/4 ton pickup trucks (#86-127).

22. Consider approval of interlocal agreements between Fort Bend County and the cities of Needville & Kendleton, Precinct 2.

23. Meet in Closed Session to discuss litigation & land matters as authorized by Article 6252-17, Section 2(e)&(f), V.T.C.S., and take action, if necessary.

CONTINUED

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
DECEMBER 15, 1986

24. 1:30 p.m. - Open bids for the following: (1) Two or more new 12-14 yard dump trucks (#86-128); (2) Three or more new 6-8 yard dump trucks (#86-129); (3) Microfilm equipment (#86-130).

25. 1:30 p.m. - Consider approving plats for the following: (1) Elevated storage tank site plat in Pecan Grove Municipal Utility District, Prct 3; (2) The Market at First Colony in Precinct 3.

26. 1:45 p.m. - Drainage District Board will convene (separate agenda filed).

27. Approve bills.

28. Adjournment.

FILED FOR RECORD
NO. _____ TIME 3:10 A.M. P.M.

DEC 11 1986

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

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, December 11, 1986 at 3:20 p.m. by N. Lindsey.

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, DECEMBER 15, 1986
1:45 O'CLOCK P.M.

1. Consider exchange of easement between Fort Bend County and Fort Bend County Levee Improvement District #2.

2. Consider approval of license and easement from the Corps of Engineers for the Clodine Ditch in Precinct 3.

3. Consider agreeement between Fort Bend County and the Harris-Galveston Coastal Subsidence District providing for 262 kilometers of leveling and the establishment and observation of nine global positioning system stations.

4. Discuss Drainage District's monthly report.

5. Adjournment.

FILED FOR RECORD
NO. _____ TIME 3:10 A.M. P.M.

DEC 11 1986

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

Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, December 11, 1986 at 3:20 p.m. by D. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 15TH day of DECEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF DECEMBER 8, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 8, 1986 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 contract with REPUBLIC BANK RICHMOND to pledge $2,000,000 U.S. Treasury Note, receipt 240596, due date 7/31/88. (Recorded in minutes in full)

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 budgets for the following: (Recorded in minutes in full)

PURCHASING AGENT
PERSONNEL
ROAD & BRIDGE #1, 2, & #3
SHERIFF
ANIMAL CONTROL
EXTENSION SERVICE
DISTRICT ATTORNEY
JUSTICE OF PEACE #4
CONSTABLE PRECINCT #4
DATA PROCESSING
FM/LR PRECINCT #1

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

None

5. MR. BRUCE SPITZENGEL, RE: CONSIDER AUTHORIZATION FOR PROPOSALS FOR ENGINEERING AND GRANT ADMINISTRATION SERVICES FOR THE TEXAS COMMUNITY DEVELOPMENT PROGRAM - FIFTH STREET PROJECT AND CONSIDER APPOINTING COMMITTEE TO REVIEW PROPOSALS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Commissioner Alton

(2)

00236

0032

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Republic Bank Richmond

~~Release~~ Pledge $ 2000,000,

U.S. Treas Note

Receipt # 240896

Due Date 7/31/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

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 _____

Release $_____

_____

Receipt # _____

Date Due _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

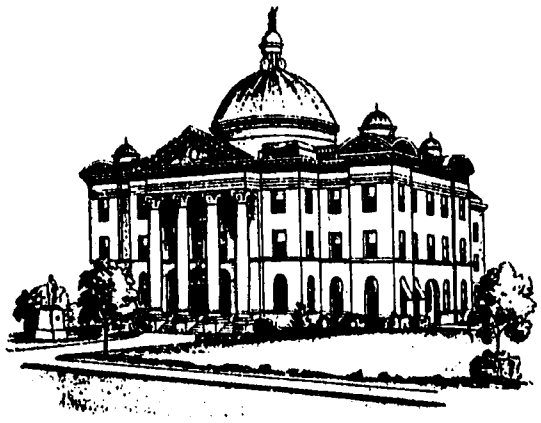
Receipt # _____

Due Date _____

AS PER ORIGINAL

3

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

December 12, 1986

Each Member
Commissioners Court
Fort Bend County, Texas

Ref: Letter this office of December 26, 1985 attached.

Gentlemen,

On Monday, December 15, 1986, I shall ask the Court to transfer funds from the Purchasing Department to Internal Operations. I anticipate that my letter from a year ago will explain the need for this transaction.

Thank you,

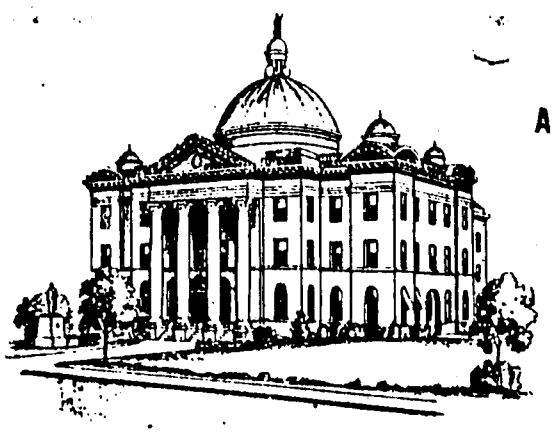
John J. Hammett

John J. Hammett

00238

AS PER ORIGINAL

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

December 26, 1985

To: Each Member
Commissioners Court
Fort Bend County, Texas

The 1986 Budget contains what I believe to be an error.

I specifically address Department 38 - Internal Operations, Category 200 - Salaries and Labor.

We currently have 3 PBX operators who, after upward adjustements, will make the minimum compensation prescribed by the County Classification system: $485.00 per pay period.

Please note 3 X 485.00 X 26 = $37,830.00/yr.

We also have 1 lead PBX operator who make less then the maximum and is therefor entitled to the 3% salary increase authorized by Commissioners Court.

Please note 727.65 + 3% = 749.48 X 26 - $19,486.47/yr.

$37,830.00 + $19,486.47 = $57,316.47/yr.

The 1986 Budget for Department 38, category 200 is $53,718.00 and will sufer a $3,598.47 shortfall before the end of FY86.

I bring this to your attention only to make it a matter of record at this time rather than in the future.

John J. Hammett
Director of Internal Operations

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

FROM: PURCHASING DEPT. 0053
TO: INTERNAL OPERATIONS 0038 DEPT.

	FROM	TO	INCREASE (DECREASE)
0200 SALARIES FROM 0053	74,810.00	71,731.00	(-3,079.00)
0200 SALARIES TO 0038	53,663.00	56,742.00	+3,079.00
0300 SOCIAL SECURITY FROM 0053	5,436.00	5,216.00	(-220.00) ~~(-200.00)~~
0300 SOCIAL SECURITY TO 0038	3,907.00	4,127.00	+220.00
0400 RETIREMENT FROM 0053	5,323.00	5,107.00	(-216.00)
0400 RETIREMENT TO 0038	3,797.00	4,013.00	+216.00

DATE: 12-12-86

DEPARTMENT HEAD: John Hommel

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Admin. Coordinator/ Personnel DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0007 0200 Salaries and Labor	100,482.00	98,982.00	-1500.00
10 50 0007 1010 Property & Equipment	1,735.00	3,235.00	+1500.00

DATE: December 10, 1986

DEPARTMENT HEAD: Richard Sellek

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

Sheriff 0027 DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0027 7005 Gas & Oil	190,000.00	186,000.00	(4,000.00)
10 50 0027 2050 Medicine/Med. Svc.	36,145.00	40,145.00	4,000.00

DATE: 12/10/86

DEPARTMENT HEAD: Sur-Gray

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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

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

The following proceedings were had, to-writ:

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:

Animal Control	DEPT.	FROM	TO	INCREASE (DECREASE)
Utilities	2000	12,000.00	11,650.00	(350.00)
Property & Equipt.	1010	5,500.00	5,850.00	350.00

DATE: 12/11/86

DEPARTMENT HEAD: Cindi Reeves

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 12 th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

EXTENSION SERVICE		0032 DEPT.	FROM	TO	INCREASE (DECREASE)
3020	Rentals		5885.00	5855.00	(30.00
1062	Office Supplies		4664.00	4694.00	30.00
4010	Fees & Services		1920.00	1800.00	(120.00)
0400	Retirement		3821.00	3941.00	120.00

DATE: December 12, 1986

DEPARTMENT HEAD: _____
P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 Attorney DEPT.	FROM	TO	INCREASE (DECREASE)
Fees: services 4010	22,000.00	21,150.00	(850.00)
Transportation/Travel 0700	9800.00	10,650.00	850.00

DATE: 12/12/86

DEPARTMENT HEAD: WAM

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

0022 J.P. #4 DEPT.	FROM	TO	INCREASE (DECREASE)
1010 Property and Equipment	400.00	$640.00	+ $240.00
0701 Conferences/Seminars Training	$700.00	$460.00	- $240.00

DATE: 12-12-86

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15 day of Dec, 1986 at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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:

Constable Pct. 4 DEPT.	FROM	TO	INCREASE (DECREASE)
Utilities #2000	5800	5790	($10)
Office Supplies #1062	3400	3410	$10

DATE: 12 Dec 86

DEPARTMENT HEAD: R. King

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Data Processing	DEPT.	FROM	TO	INCREASE (DECREASE)
Lease/Rental	3020	81,000	54,000	(27,000)
Office Supplies	1062	40,000	40,700	700
Software Purchases	3040	32,000	35,100	3,100
Fees & Services	4010	103,200	126,400	23,200

DATE: December 12, 1986

DEPARTMENT HEAD: Charles W. Miller Chas Miller 12/17/86

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

Page 1

AS PER ORIGINAL

00248

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 AND BRIDGE #3	DEPT.	FROM	TO	INCREASE (DECREASE)
OFFICE SUPPLY	1062	5,169.22	5,144.64	(-24.58)
UTILITES	2000	15,000.00	12,874.91	(-2,125.09)
RENTALS	3020	3,000.00	1,232.80	(-1,767.20)
FEES AND SERVICES	4010	39,000.00	47,496.26	8,496.26
ROAD MATERIAL	5031	585,200.00	594,785.85	9,585.85
CLOTHING	7000	5,000.00	4,157.77	(-842.23)

DATE: December 15, 1986

DEPARTMENT HEAD: Alton Pressley

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th **day of** December, 1986, **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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 AND BRIDGE #3	DEPT.	FROM	TO	INCREASE (DECREASE)
GAS AND OIL	7005	36,000.00	30,606.99	(-5,393.01)
CULVERTS	7008	14,187.48	14,257.48	70.00
BUILDING REPAIRS	7012	15,000.00	7,000.00	(-8,000.00)

DATE: December 15, 1986

DEPARTMENT HEAD: Alton B Pressley

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

#0061 FM/LR PCT #1

DEPT.	FROM	TO	INCREASE (DECREASE)
1205-0061-5031 Road Material	727,593.29	731,815.98	+4,222.69
1205-0061-7006 Tires & Tubes	22,000.00	23,170.59	+1,170.59
1205-0061-3020 Rentals	13,200.00	7,806.72	[5,393.28]

DATE: December 15, 1986

DEPARTMENT HEAD: Commissioner Johnnie Pustka

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

DEPT #0047 R&B PCT #1

DEPT.	FROM	TO	INCREASE (DECREASE)
0801-0047-1010 Property & Equipment	100,000.00	30,000.00	[70,000.00]
0801-0047-4010 Fees & Services	99,000.00	59,000.00	[40,000.00]
0801-0047-7003 Lumber & Hardware	20,000.00	1,000.00	[19,000.00]
0801-0047-7005 Gas & Oil	40,000.00	13,000.00	[27,000.00]
0801-0047-7007 Repairs & Parts	50,000.00	27,000.00	[23,000.00]
0801-0047-7012 Building Repairs	10,000.00	-0-	[10,000.00]
0801-0047-7013 Insecticide & Diesel	30,000.00	5,000.00	[25,000.00]

DATE: December 15, 1986

DEPARTMENT HEAD: Commissioner Johnnie Pustka

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

DEPT #0047 R&B PCT #1 DEPT.	FROM	TO	INCREASE (DECREASE)
0801-0047-1010 Road Material	288,100.00	468,100.00	+180,000.00
0801-0047-7006 Tires & Tubes	10,000.00	16,000.00	+ 6,000.00
0801-0047-7008 Culverts	20,000.00	48,000.00	+ 28,000.00

DATE: December 15, 1986

DEPARTMENT HEAD: Commissioner Johnnie Pustka

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

3

IN THE MATTER OF AMENDINC THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 15th day of December, 1986 at a Regular Session of the Commissioners' 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
Diane Wilson---------- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December 1985 the Court heard and approved a budget for the year 1986 for Fort Bend County; and

WHEREAS, an emergency expenditures 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 adopted December

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 and Bridge #7 DEPT.		FROM	TO	INCREASE (DECREASE)
08-02-0048-7005	Gas & Oil	36,029.67	34,979.67	(1,050.00)
08-02-0048-7007	Parts & shop sup.	77,625.27	78,675.27	1,050.00

DATE: December 12, 1986

DEPT. HEAD [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

Pressley, Stanley Kucherka and Father Tim Matavino to review proposals submitted for the Fifth Street Project.

Bruce Spitzengel discussed the Fifth Street Project.

6. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST TO ADVERTISE FOR BIDS FOR PURCHASE OF AUTOMOBILE(S):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bid for purchase of automobiles for Fort Bend County, spec to be approved by Commissioners Court.

Tim Hazelrig, deputy constable Precinct #4 request purchase of an automobile.

7. CONSTABLE W.C. TODD, PRECINCT 2, RE: REQUEST APPROVAL OF RESERVE DEPUTIES RANDY K. DLUHY & AUBREY R. STURROCK:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve reserve deputies Randy K. Dluhy & Aubrey R. Sturrock subject to official bond & oath being submitted. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE IN NEEDVILLE FOR PRECINCT 2 JUSTICE OF THE PEACE & CONSTABLE, AND TAX OFFICE:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept terms of the lease for office space in Needville for Precinct 2 Justice of the Peace, Constable and Tax Office effective January 1, 1987 for a term of two (2) years at $750.00 per month. (Recorded in minutes in full)

Gary Fredrickson, Justice of Peace #2 Place 2 request authorization to move office to 8923 Main St. in Needville effective 1/1/87.

9. CONSIDER RENEWAL OF STATE CONTRACT FOR COUNTY HEALTH OFFICER:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve renewal of contract for County Health Officer. (Recorded in minutes in full)

10. SET PUBLIC HEARING DATE FOR WESTMOOR DR. REALIGNMENT, WEST OAK VILLAGE SUBDIVISION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for January 5, 1987 at 10:00 a.m. for Westmoor Dr. realignment, West Oak Village Subdivision in Precinct 3.

11. SET PUBLIC HEARING DATE FOR PROPOSED ABANDONMENT OF A PORTION OF LAKE DR. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set public hearing for January 12, 1987 at 10:00 a.m. for proposed abandonment of a portion of Lake Dr. in Precinct 3. (Recorded in minutes in full)

AS PER ORIGINAL

7

00255

APPLICATION FOR EMPLOYMENT

FORT BEND COUNTY

AN EQUAL OPPORTUNITY EMPLOYER

PLEASE READ CAREFULLY *PRINT OR TYPE* *DATE*

FULL NAME - LAST: Dluhy | FIRST: Randy | MIDDLE: Keith

SOCIAL SECURITY NUMBER: 454-84-4836

PRESENT ADDRESS - STREET: 2609 Parrott | CITY: Rosenberg, | STATE: Texas | ZIP CODE: 77471

DATE & PLACE OF BIRTH: 05-27-49 Houston, Texas

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE

TELEPHONE
BUSINESS 713-3426144
RESIDENCE 713-2323222

REFERRED BY

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS: None

DRIVERS LIC. NO. 05115918
TYPE: Class A

ONLY US CITIZENS OR ALIENS WHO HAVE A LEGAL RIGHT TO WORK AND REMAIN PERMANENT IN THE U.S. ARE ELIGIBLE FOR EMPLOYMENT.

U.S. CITIZEN/PERMANENT RESIDENT ALIEN: [X] YES [ ] NO

ALIEN REGISTRATION NO.

IF NOT, WHAT IS YOUR VISA STATUS? [ ] STUDENT [ ] EXCHANGE STUDENT [ ] VISITOR [ ] OTHER-EXPLAIN

NOTIFICATION IN CASE OF EMERGENCY
NAME: Trent Dluhy ADDRESS: 2609 Parrott Rosenberg, Texas 77471 PH ONE: 713-2323222

TYPE OF EMPLOYMENT DESIRED: [ ] FULL TIME [ ] TEMPORARY [X] PART TIME [ ] SUMMER

SALARY EXPECTED: None

DATE AVAILABLE FOR WORK: Now

CAN YOU: N/A
PERFORM SHIFT WORK [ ] YES [ ] NO
WORK OVERTIME [ ] YES [ ] NO (IF NECESSARY)?

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK
Deputy Constable, Pct. 2
10 years plus

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE
anced Certified Vol. Firefighter
emediated Certification in Texas Commission on Law Enforcement Officer
tructor In Defensive Driving

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING WPM | DICTATION WPM | OFFICE MACHINES OPERATED: N/A

OTHER MACHINES OPERATED: N/A | OTHER SKILLS

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.
None

	FLUENTLY	GOOD	FAIR	POOR
SPEAK				
READ				
WRITE				

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED	NUMBER OF YEARS COMPLETED	GRADUATION DATE MO/YR
Lamar Cons. High School • Rosenberg, Tex	12	5-68

NAME & LOCATION OF COLLEGE/ TRADE OR BUSINESS SCHOOL	DATE MO/YR FROM	DATE MO/YR TO	FIELD OF STUDY MAJOR	FIELD OF STUDY MINOR	GRADUATION DEGREE	GRADUATION DATE MO/YR
Stephen F. Austin University- Nacogdoches Texas	9-68	1970	Bus.	Psyc	--	--
University of Houston Houston	70's	--	Bus.		--	--

RANK QUARTILE OF CLASS IN WHICH YOU STOOD: IN HIGH SCHOOL [ ] TOP [X] 2ND [ ] 3RD [ ] LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL [ ] TOP [ ] 2ND [X] 3RD [ ] LAST

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES; SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)
N/A

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

EXTRACURRICULAR TIME INTERESTS

7

00256

APPLICATION FOR EMPLOYMENT

AS PER ORIGINAL

FORT BEND COUNTY

AN EQUAL OPPORTUNITY EMPLOYER

PLEASE READ CAREFULLY — PRINT OR TYPE — DATE

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
Sturbeck	Aubrey	Reid	459-60-9560

PRESENT ADDRESS - STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
12523 Lynnwood	Sugarland	Texas	77478	4/26/43 Beaumont, Tx Jefferson County

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE

P.O. Box 104

Fred - Texas - 77616

TELEPHONE: BUSINESS 491-7100 EXT-115; RESIDENCE 491-6148

REFERRED BY: Red Binford

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS: (3) Family Illness

DRIVERS LIC. NO. 0036244 TYPE Class-A

ONLY US CITIZENS OR ALIENS WHO HAVE A LEGAL RIGHT TO WORK AND REMAIN PERMANENT IN THE U.S. ARE ELIGIBLE FOR EMPLOYMENT.

U.S. CITIZEN/PERMANENT RESIDENT ALIEN: [X] YES [ ] NO

ALIEN REGISTRATION NO. N/A

IF NOT, WHAT IS YOUR VISA STATUS? [ ] STUDENT [ ] EXCHANGE STUDENT [ ] VISITOR OTHER-EXPLAIN N/A

NOTIFICATION IN CASE OF EMERGENCY: Anita Sturbeck

ADDRESS: 12523 Lynnwood - Sugarland, Texas 77478 PHONE 491-6148

TYPE OF EMPLOYMENT DESIRED: [ ] FULL TIME [ ] TEMPORARY [X] PART TIME [ ] SUMMER

SALARY EXPECTED: -0-

DATE AVAILABLE FOR WORK: Immediately

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK: Un Paid Regular Deputy Constable

CAN YOU: PERFORM SHIFT WORK [X] YES [ ] NO; WORK OVERTIME (IF NECESSARY)? [X] YES [ ] NO

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE: Permanent Licensed (Peace Officer)

1970 Academy Beaumont Texas

1972 FACT/Texas Police Academy SAPD Texas

SPECIAL SKILLS (COMPLETE IF APPLICABLE TO PUBLIC POSITION DESIRED)

TYPING: 30 WPM; DICTATION: WPM

OFFICE MACHINES OPERATED: Calculator, Copier

OTHER MACHINES OPERATED:

OTHER SKILLS: Heavy Equip Operator - Dozer, Motor Grader, Skidder, Loader, Forklift, etc.

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.

	FLUENTLY	GOOD	FAIR	POOR
SPEAK	N/A			
READ				
WRITE				

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED	NUMBER OF YEARS COMPLETED	GRADUATION DATE (MO/YR)
Needville High School	12	1959

NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL	DATE (MO/YR) FROM	TO	FIELD OF STUDY MAJOR	MINOR	GRADUATION DEGREE	DATE MO/YR
N/A			N/A	N/A		

WHICH QUARTER OF CLASS IN WHICH YOU STOOD: IN HIGH SCHOOL [ ] TOP [ ] 2ND [X] 3RD [ ] LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL [ ] TOP [ ] 2ND [ ] 3RD [ ] LAST

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES, SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN): All State - Future Farmer of Texas

1950 FFA Dekalb Farmer Award Air Force Service Awards

AREAS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

OCCUPATIONAL FIELD OF INTEREST

LEASE AGREEMENT AS PER ORIGINAL

THE STATE OF TEXAS,))

COUNTY OF FORT BEND)) KNOW ALL MEN BY THESE PRESENTS:

This agreement made this the 1st day of January, A. D., 1987, by and between K. B. Otto, individually and as Trustee for the AUGUST SCHENDEL ESTATE, of Fort Bend County, Texas, hereinafter referred to as LESSOR, and Fort Bend County, Texas, hereinafter referred to as LESSEE.

This lease shall cover the "building" located at 8923 Main Street in Needville, Texas and adjoining "parking lot" shown on Exhibit "A", attached hereto and made a part hereof, and being the same parcel of land described in a deed to August Schendel dated September 27, 1909, and recorded in Volume 45, Page 237, of the Deed Records of Fort Bend County, Texas, to which reference is hereby made for a particular description.

This lease is for a term of two (2) years beginning on the 1st day of January, A. D. 1987, and ending the 31st day of December, A. D. 1989, to be occupied for office purposes, and paying the sum of Seven Hundred & Fifty Dollars ($750.00), payable in monthly payments beginning on January 1, 1987, and a like payment shall be due and payable on the same day of each succeeding calendar month thereafter until the expiration of this lease. This lease shall be limited to three (3) offices; that being the Constable Pct. 2, Justice of the Peace Pct. 2, and the Fort Bend County Tax Collector. The LESSEE may renew said Lease on said property for a like period at the end of said term at a price to be negotiated between the LESSOR and LESSEE.

This Lease is subject to the following conditions and covenants as follows:

1. That the Lessee pay the rent and serve any notice at P. O. Box 288, Needville, Texas, 77461, payable monthly in advance as aforesaid, as the same shall fall due, unless Lessee is notified in writing of any change of address.

2. That Lessee is to arrange and pay for all untilities used by Lessee under the terms of this Lease.

3. That the Lessor shall pay all school, city and county taxes during the term of said Lease that are levied against said property. Lessor shall maintain insurance on all permanent buildings on said described property.

This agreement, lease and contract, shall be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

Executed in duplicate, this the_____day of_____, A. D. 1986.

/s/

_____

Representative of FORT BEND COUNTY
LESSEE

/s/

_____

K. B. OTTO, Individually and as Trustee
for the AUGUST SCHENDEL ESTATE

THE STATE OF TEXAS,))
COUNTY OF FORT BEND))

BEFORE ME, the undersigned authority, on this day personally appeared_____, acting as the Representative for Fort Bend County and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____day of _____, A. D. 1986.

My Comm. Expires

_____

_____

NOTARY PUBLIC, FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS,))
COUNTY OF FORT BEND))

BEFORE ME, the undersigned authority, on this day personally appeared K. B. Otto, Individually and as Trustee for the August Schendel Estate, and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the_____day of _____, A. D. 1986.

My Comm. Expires

_____

_____

NOTARY PUBLIC, FORT BEND COUNTY, TEXAS

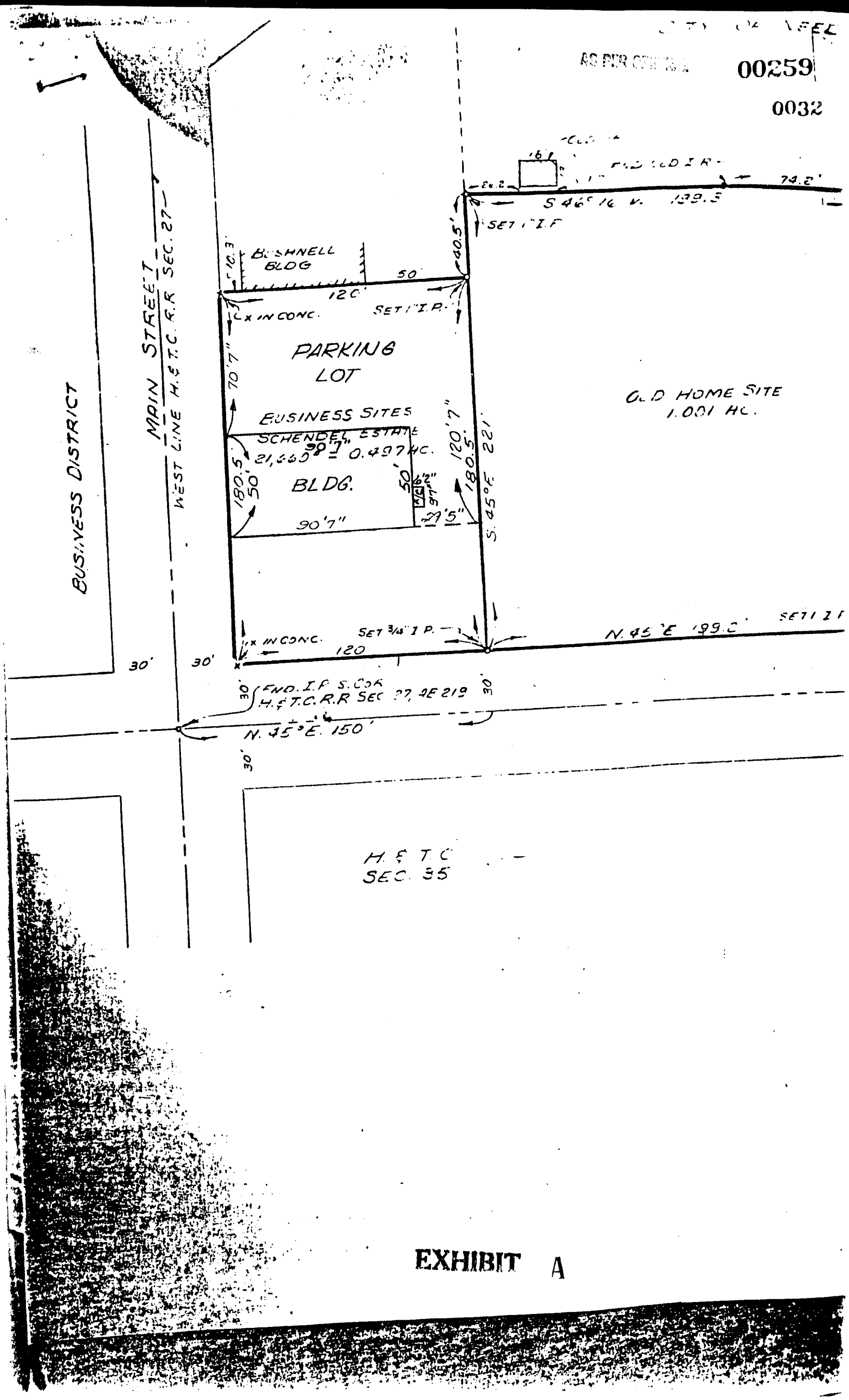

BUSINESS DISTRICT
MAIN STREET
WEST LINE H.&T.C. R.R SEC. 27
BUSHNELL BLDG
50'
120'
SET 1" I.P.
PARKING LOT
BUSINESS SITES
SCHENDEL ESTATE
21,660 = 0.497 HC.
BLDG.
90'7"
70'7"
180.5
50'
120'7"
180.5
S. 45°E 221'
OLD HOME SITE
1.001 HC.
S 46° 16 W. 199.5
74.2'
SET 1" I.P.
40.5'
SET 3/4" I.P.
120
N. 45°E 199.2'
30'
30'
30'
30'
30'
FND. I.P. S. COR
H.&T.C. R.R SEC 27, 4E 219
N. 45°E. 150'
H. & T.C
SEC. 35

EXHIBIT A

9

00260

0032

Texas Department of Health

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

1100 West 49th Street
Austin, Texas 78756
(512) 458-7111

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

Hermas L. Miller
Deputy Commissioner
Management and Administration

Date October 1, 1986

To: County Judge
County of Fort Bend
Fort Bend County Courthouse
Richmond, Texas

X Request for Appointment or Information

SUBJECT: Health Authority (re V.C.S. 4436b)

1. Health authority records in this office indicate that:

   X Term expired December 31, 1986
   ____ Health authority not on record.

2. Forms Enclosed for appointment and certification.

   X Submit one completed copy to this office by 1-1-87. Appointments are for 2 years. Include name, address and telephone number of physician appointed.

3. Request for Health authority documentation was mailed to you on _____, and we have not received:

   ____ Appointment and oath of office form.

Please contact me if you have questions or further assistance is needed. (512) 458-7772

Sincerely,

Adela N. Gonzalez

Adela N. Gonzalez, M.P.A.
Chief, Bureau of
Community Health Services

Attachments

AG:tat

RECEIVED
OCT 10 1986
COUNTY JUDGE

OATH OF OFFICE

AS PER ORIGINAL

I, W. E. CULPEPPER, M.D. do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of FORT BEND COUNTY (City, County, or District) and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment. So help me God.

W. E. Culpepper M.D.
Health Authority

P. O. Box 668, Rosenberg, Tex. 77471
Mailing Address Zip

500 Bayou Dr., Richmond, Tex. 77469
Residence Address Zip

SWORN TO and Subscribed before me this 24th day of December, 19 86

Norma J. Lindsey
Notary Public, FORT BEND County, Texas.

Certification of Appointment

I JODIE E. STAVINOHA, COUNTY JUDGE do hereby certify that on 15th day of December 19 86, DR. W. E. CULPEPPER, M.D., a physician licensed by the Texas Board of Medical Examiners, was duly appointed the Health Authority of FORT BEND COUNTY (City, County, or District) Texas, for the term to begin on January 1, 19 87 and end on December 31, 19 88, unless said authority is removed by law.

Signed Jodie E. Stavinoha
Title COUNTY JUDGE

12. SET PUBLIC HEARING DATE FOR CANCELLATION OF SUBDIVISIONS KNOWN AS PIN OAK ESTATES & PIN OAK ESTATES, SECTION 1 IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for January 12, 1987 at 11:00 a.m. for cancellation of subdivisions known as Pin Oak Estates & Pin Oak Estates, Section 1 in Precinct 3. (Recorded in minutes in full)

13. CONSIDER EXCHANGE OF PROPERTY BETWEEN FORT BEND COUNTY AND POLLY RYON MEMORIAL HOSPITAL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to exchange property between Fort Bend County and Polly Ryon Memorial Hospital. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF LICENSE AND EASEMENT FROM THE CORPS OF ENGINEERS FOR THE CLODINE DITCH IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve license and easement from the Corps of Engineers for the Clodine Ditch in Precinct 3. (Recorded in minutes in full) see ~~Commissioner~~ DRAINAGE minutes 12-15-86

15. ACCEPT DONATION OF 100' RADIO TOWER FROM POLLY RYON MEMORIAL HOSPITAL:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept donation of 100' radio tower from Polly Ryon Memorial Hospital.

Daniel Kosler, EMS Director discussed the need for the tower.

16. CONSIDER CLOSING OF DEBORAH STREET FOR BRIDGE REPLACEMENT IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to close Deborah Street for bridge replacement effective February 16, 1987.

17. ACCEPT HGAC BID FOR AMBULANCE AND CONSIDER TRADE-IN ALLOWANCE (FUNDS ARE AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept HGAC bid for ambulance in the amount of $37,070 plus equipment in the amount of $5,830 less trade-in of $2,500, total amount of ambulance is $40,400.00. Funds to come from 1987 budget.

18. CONSIDER APPROVAL OF TRANSFERRING FUNDS FROM DRAINAGE DISTRICT BUDGET INTO CAPITAL PROJECTS FUNDS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer $90,781.50 plus $8,125.00 from Drainage District Budget into Capital Projects Funds for completion of bridge contracts.

Stanley Kucherka request transfer of funds to complete two bridges under contract.

LAW OFFICES OF
SIDNEY LEVINE
ATTORNEY AT LAW
110 MAIN, SUITE 201
P. O. BOX 592
SEALY, TEXAS 77474

(409) 885-2989

HOUSTON NUMBER
(713) 493-6075

SIDNEY LEVINE
MICHAEL C. BALOG

RECEIVED DEC 10 1986

December 9, 1986

Certified Mail/Return Receipt Requested

Honorable Alton B. Pressley
Fort Bend County Commissioner
Precint 3
1809 Eldridge Road
Sugarland, Texas 77478

RE: (1) Proposed abandonment of a portion of Lake Drive; and
(2) Cancellation of subdivision instruments relating to subdivisions known as Pin Oak Estates and Pin Oak Estates, Section I

Dear Commissioner Pressley:

With respect to the proposed abandonment of a portion of Lake Drive, enclosed are the following instruments:

1. Original executed Application for Termination and Abandonment of a Portion of Lake Drive;
2. Copy of Notice of Application for Termination and Abandonment of a Portion of Lake Drive;
3. Original executed Affidavit of Posting documenting that the Notice listed immediately above was posted at three public places in Fort Bend County;
4. Original Order of the Commissioners' Court of Fort Bend County, Texas, setting this matter for hearing; and
5. Original Order of the Commissioners' Court Abandoning a Portion of Lake Drive.

With respect to the cancellation of Pin Oak Estates and Pin Oak Estates, Section I, enclosed are the following instruments:

1. Original executed Application for Cancellation of Subdivision Known as Pin Oak Estates or Pin Oak Estates, Section I;
2. Original Order of the Commissioners' Court setting this matter for hearing;
3. Original Notice of Application to Cancel Subdivision;
4. Original Order of the Commissioners' Court authorizing cancellation of pertinent subdivision instruments.

My clients are prepared to pay for the required publication of notice of the Application relating to Pin Oak Estates. They also understand that the County must be compensated for its interest in the portion of Lake Drive to be abandoned, and that such compensation is related to the fair market value of the land in question. From time to time in the past, however, the Fort Bend County Drainage District has expressed an interest in acquiring some additional drainage easement along the Willow Fork Branch of Buffalo Bayou, which adjoins the southern boundary of this old subdivision, and my clients would like to discuss some combination of cash compensation and land swap for the portion of Lake Drive to abandoned.

We respectfully request that the two enclosed Applications be placed on the agenda of the Commissioners' Court at the earliest opportunity, consistent with any preliminary steps that must be taken. Please let me know if we need to discuss any aspect of these matters prior to their being placed on the agenda.

Thank you for your consideration and assistance.

Very truly yours,

Michael C. Balog

Michael C. Balog

MCB/mh
Enclosure
File No. 1907

cc: Mr. John Miles
3625 Green Busch Road
Katy, Texas 77450
(W/O Enclosures)

Mr. Stanley L. Kucherka, Jr.
County Engineer
P. O. Box 1028
Rosenberg, Texas 77471
(W/O Enclosures)

Mr. Larry Wagenbach
County Attorney
400 6th Street
Richmond, Texas 77469
(W/O Enclosures)

APPLICATION FOR TERMINATION AND ABANDONMENT OF A PORTION OF LAKE DRIVE

TO: The Honorable Commissioners' Court, Fort Bend County, Texas

RE: Application of CHARLES MILES and SHERIAL MILES

COME NOW CHARLES MILES and SHERIAL MILES, individuals residing in Fort Bend County, Texas ("Applicants"), and file this their Application for Termination and Abandonment of a Portion of Lake Drive situated in Precinct No. 3, Fort Bend County, Texas:

WHEREAS, the portion of Lake Drive sought to be abandoned (such portion to be abandoned hereinafter being called "Subject Road") is a sixty foot (60') wide roadway running in a northeast-southwest direction, dedicated in the instrument recorded in Volume 777, at Page 647 of the Deed Records of Fort Bend County, Texas, and being that certain strip of land more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Applicants are the sole and only fee owners of the property abutting the Subject Road; and Houston Lighting and Power Company is the only utility company having rights in the Subject Road or in the Applicants' property abutting said roads; and

WHEREAS, the Subject Road was dedicated to the public by a prior owner of the Applicants' land and other adjacent land as part of a planned development of all of said land; and

WHEREAS, only one lot or parcel of land was sold in connection with such planned development, which lot abuts the portion of Lake Drive not included in the Subject Road and which lot additionally has access to a public road by way of that certain easement recorded in Volume 751 at Page 316, and rerecorded in Volume 757 at Page 28, both in the Deed Records of Fort Bend County, Texas; and

WHEREAS, Houston Lighting and Power Company has given its consent to the abandonment of Subject Road; and

WHEREAS, the termination and abandonment of the Subject Road will not deny the public a right-of-way between the terminus of the portion of Lake Drive not being abandoned and any destination outside the Applicants' land.

NOW, THEREFORE, Applicants respectfully submit this Application and request that the Subject Road be terminated and abandoned, free and clear of the burdens imposed thereon by said dedication instrument and that it be returned back into acreage

as it existed before such roadway became a dedicated right-of-way easement, to be owned in full by Applicants free and clear of said road right-of-way and dedication.

Applicants further request, as the fee owners of all the land adjoining the Subject Road, that they be afforded the priority of purchase granted by Section 1.(c).(1) of Article 1577, Texas Revised Civil Statutes (Vernon Pamph. 1986), and that the consideration for the conveyance of the Subject Road to Applicants be partly in cash and partly by exchange of other real estate interests owned by Applicants, as permitted by Section (2) of said Article 1577.

APPLICANTS:

Charles Miles
CHARLES MILES

Sherial Miles
SHERIAL MILES

The undersigned, as additional landowners in the precinct in Fort Bend County in which the Subject Road is situated, hereby join with Charles Miles and Sherial Miles in this Application for termination and abandonment of said Subject Road.

ADDRESS AND PHONE NO.:	LANDOWNERS:
3127 Green Busch Katy, Texas 77450 713-392-1624	Name: Doyle H. Williams
3127 Green Busch Katy, Texas, 77450	Name: Charles R. Williams
24935 Saddle Spur Katy Texas 392-3383	Name: O. R. Burkson
3555 Greenbusch Katy Tx 77450	Name: Marty Langford Penny Langford
3625 Green Busch Katy TX 77450	Name: John Miles
3218 Green-Busch Katy, Texas 77450	Name: Betty S. Schrader BETTY S. SCHRADER
3555 Greenbusch Katy, Tx. 77450	Name: Randy L. Langford Randy L. Langford
3625 Greenbusch Rd. Katy Tx. 77450	Name: [illegible]

AS PER ORIGINAL

FIELD NOTES FOR A PORTION TO BE ABANDONED OUT OF A 60-FOOT-WIDE RIGHT-OF-WAY KNOWN AS LAKE DRIVE, LOCATED IN A 71.1487 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY ABSTRACT 189, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch iron pipe found in the North corner of the aforementioned 71.1487 acre tract, same being in the Southeast line of Green Busch Road;

THENCE S 45° 20'47" E 2,023.71 feet to an iron pipe set for a corner, same being in the Northeast line of the aforementioned 71.1487 acre tract;

THENCE S 44°39'13" W 60 feet to the point or place of BEGINNING;

THENCE S 44°39'13" W 230 feet to an iron pipe set for an interior corner;

THENCE S 45°20'47" E 495.95 feet to an iron pipe set for a corner;

THENCE S 44°39'13" W 60 feet for width of right-of-way to an iron pipe set for a corner;

THENCE N 45°20'47" W 495.95 feet to an iron pipe set for an interior corner;

THENCE S 44° 39'13" W 145.13 feet to an iron pipe set for an angle point;

THENCE S 00° 20'47" E 200.44 feet to an iron pipe set for an angle point;

THENCE S 09°19'08" E 186.66 feet to an iron pipe set for a point in a cul-de-sac radius, radius of cul-de-sac being 50 feet with center of radius located from aforementioned iron pipe in radius S 09°19'08" E 48.99 feet, thence S 80°40'52" W 10 feet to center, with delta of the cul-de-sac being 258°27'52" to a point in the radius;

THENCE N 09° 19'08" W 242.25 feet to an iron pipe set for angle point;

THENCE N 00° 20'47" W 230 feet to an iron pipe set for angle point;

THENCE N 44° 39'13" E 410 feet to a point;

THENCE S 45°20'47" E 60 feet to the place of BEGINNING, said road right-of-way to be abandoned containing 2.0314 acres, more or less.

E X H I B I T "A"

NOTICE OF APPLICATION FOR TERMINATION AND ABANDONMENT OF A PORTION OF LAKE DRIVE

THE STATE OF TEXAS

COUNTY OF FORT BEND

TO ALL PERSONS INTERESTED IN: A certain strip of land known as Lake Dr., situated in Fort Bend County, Texas.

You are hereby notified that on the 10th day of December, 1986, an Application for Termination and Abandonment of a Portion of Lake Drive will be presented to the Commissioners' Court of Fort Bend County Texas for the termination and abandonment of a portion of Lake Drive situated southeast of Green Busch Road in Fort Bend County, Texas, said Lake Drive having been dedicated in the instrument recorded in Volume 777 at Page 647 of the Deed Records of Fort Bend County, Texas.

The portion of Lake Drive which will be requested to be terminated and abandoned extends in a generally southerly direction from the point where said Lake Drive turns south, approximately 1,965 feet in a southeasterly direction from the intersection of Lake Drive with Green Busch Road.

Attached hereto and incorporated herein by reference as Exhibit "A" is a copy of the Application for Termination and Abandonment of a Portion of Lake Drive that will be presented to the Commissioners' Court of Fort Bend County, Texas, on the date first hereinabove set forth.

WITNESS OUR HANDS this 17th day of November, 1986.

/S/
CHARLES MILES

/S/
SHERIAL MILES

POSTED this 19th day of November, 1986.

APPLICATION FOR TERMINATION AND ABANDONMENT OF A PORTION OF LAKE DRIVE

TO: The Honorable Commissioners' Court, Fort Bend County, Texas

RE: Application of CHARLES MILES and SHERIAL MILES

COME NOW CHARLES MILES and SHERIAL MILES, individuals residing in Fort Bend County, Texas ("Applicants"), and file this their Application for Termination and Abandonment of a Portion of Lake Drive situated in Precinct No. 3, Fort Bend County, Texas:

WHEREAS, the portion of Lake Drive sought to be abandoned (such portion to be abandoned hereinafter being called "Subject Road") is a sixty foot (60') wide roadway running in a northeast-southwest direction, dedicated in the instrument recorded in Volume 777, at Page 647 of the Deed Records of Fort Bend County, Texas, and being that certain strip of land more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Applicants are the sole and only fee owners of the property abutting the Subject Road; and Houston Lighting and Power Company is the only utility company having rights in the Subject Road or in the Applicants' property abutting said roads; and

WHEREAS, the Subject Road was dedicated to the public by a prior owner of the Applicants' land and other adjacent land as part of a planned development of all of said land; and

WHEREAS, only one lot or parcel of land was sold in connection with such planned development, which lot abuts the portion of Lake Drive not included in the Subject Road and which lot additionally has access to a public road by way of that certain easement recorded in Volume 751 at Page 316, and rerecorded in Volume 757 at Page 28, both in the Deed Records of Fort Bend County, Texas; and

WHEREAS, Houston Lighting and Power Company has given its consent to the abandonment of Subject Road; and

WHEREAS, the termination and abandonment of the Subject Road will not deny the public a right-of-way between the terminus of the portion of Lake Drive not being abandoned and any destination outside the Applicants' land.

NOW, THEREFORE, Applicants respectfully submit this Application and request that the Subject Road be terminated and abandoned, free and clear of the burdens imposed thereon by said dedication instrument and that it be returned back into acreage

EXHIBIT " A "

as it existed before such roadway became a dedicated right-of-way easement, to be owned in full by Applicants free and clear of said road right-of-way and dedication.

Applicants further request, as the fee owners of all the land adjoining the Subject Road, that they be afforded the priority of purchase granted by Section 1.(c).(1) of Article 1577, Texas Revised Civil Statutes (Vernon Pamph. 1986), and that the consideration for the conveyance of the Subject Road to Applicants be partly in cash and partly by exchange of other real estate interests owned by Applicants, as permitted by Section (2) of said Article 1577.

APPLICANTS:

_____
CHARLES MILES

_____
SHERIAL MILES

The undersigned, as additional landowners in the precinct in Fort Bend County in which the Subject Road is situated, hereby join with Charles Miles and Sherial Miles in this Application for termination and abandonment of said Subject Road.

ADDRESS AND PHONE NO.:	LANDOWNERS:
	Name:
	Name:
	Name:
	Name:
	Name:
	Name:
	Name:
	Name:

FIELD NOTES FOR A PORTION TO BE ABANDONED OUT OF A 60-FOOT-WIDE RIGHT-OF-WAY KNOWN AS LAKE DRIVE, LOCATED IN A 71.1487 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY ABSTRACT 189, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch iron pipe found in the North corner of the aforementioned 71.1487 acre tract, same being in the Southeast line of Green Busch Road;

THENCE S 45° 20'47" E 2,023.71 feet to an iron pipe set for a corner, same being in the Northeast line of the aforementioned 71.1487 acre tract;

THENCE S 44°39'13" W 60 feet to the point or place of BEGINNING;

THENCE S 44°39'13" W 230 feet to an iron pipe set for an interior corner;

THENCE S 45°20'47" E 495.95 feet to an iron pipe set for a corner;

THENCE S 44°39'13" W 60 feet for width of right-of-way to an iron pipe set for a corner;

THENCE N 45°20'47" W 495.95 feet to an iron pipe set for an interior corner;

THENCE S 44° 39'13" W 145.13 feet to an iron pipe set for an angle point;

THENCE S 00° 20'47" E 200.44 feet to an iron pipe set for an angle point;

THENCE S 09°19'08" E 186.66 feet to an iron pipe set for a point in a cul-de-sac radius, radius of cul-de-sac being 50 feet with center of radius located from aforementioned iron pipe in radius S 09°19'08" E 48.99 feet, thence S 80°40'52" W 10 feet to center, with delta of the cul-de-sac being 258°27'52" to a point in the radius;

THENCE N 09° 19'08" W 242.25 feet to an iron pipe set for angle point;

THENCE N 00° 20'47" W 230 feet to an iron pipe set for angle point;

THENCE N 44° 39'13" E 410 feet to a point;

THENCE S 45°20'47" E 60 feet to the place of BEGINNING, said road right-of-way to be abandoned containing 2.0314 acres, more or less.

EXHIBIT "A"

AFFIDAVIT OF POSTING

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared _____

Michael C. Balog, who, after being by me duly sworn, said upon his oath:

"I, Michael C. Balog, do solemnly swear (or affirm) that I posted a copy of the attached Notice of Intent to Apply for Abandonment regarding a portion of Lake Drive on the 19th day of November, 1986, and that said notice was posted in three (3) public places in Fort Bend County, Texas, being the county in which the property described therein is located, one of which places was the door of the Courthouse of said county, and the other two (2) places were Katy ISD Administration Building, Pin Oak Road, Katy, Texas, and on Green Busch Road at the property of John Miles, said places being in the vicinity of the route of said road."

Michael C. Balog
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME, this 8th day of December, 1986, to which witness my hand and seal of office.

Mary Hein
Notary Public
State of Texas

My Commission Expires: _____

MARY HEIN
Notary Public, State of Texas
My Commission Expires Feb. 4, 1990

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Michael C. Balog, 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 the 8th day of December, 1986.

Mary Hein
Notary Public
State of Texas

My Commission Expires: _____

MARY HEIN
Notary Public, State of Texas
My Commission Expires Feb. 4, 1990

AS PER ORIGINAL

APPLICATION FOR CANCELLATION
OF THE SUBDIVISION KNOWN AS
PIN OAK ESTATES OR PIN OAK ESTATES, SECTION I

TO: The Honorable Commissioners' Court, Fort Bend County, Texas

RE: Application of CHARLES MILES, SHERIAL MILES, JOHN TIMOTHY MILES, MYRNA JEAN MILES, R. L. LANGFORD and PENNY LANGFORD

COME NOW CHARLES MILES, SHERIAL MILES, JOHN TIMOTHY MILES, MYRNA JEAN MILES, R. L. LANGFORD and PENNY LANGFORD, individuals residing in or near Fort Bend County, Texas, ("Applicants"), and file this their Application for Cancellation of Subdivision affecting certain land situated in Fort Bend County, Texas;

WHEREAS, Applicants are the fee owners of all the land described in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference, all of which land is hereinafter called the "Subject Land"; and

WHEREAS, various prior owners of the Subject Land have from time to time planned and attempted to subdivide the Subject Land, as evidenced by certain instruments recorded in the Public Records of Fort Bend County, Texas, to-wit:

(1) Declaration of Restrictions recorded in Volume 775, at Page 333 of the Deed Records of Fort Bend County, Texas;

(2) Dedication of Streets and Roads recorded in Volume 904, at Page 597 of the Deed Records of Fort Bend County, Texas;

(3) Agreement for Electrical Service recorded in Volume 924, at Page 448 of the Deed Records of Fort Bend County, Texas; and

WHEREAS, Elton Dale Koehn and wife, Gloria Jean Koehn, are the owners of that certain tract or parcel of land described in that certain Warranty Deed dated November 21, 1977, recorded in Book 750, at Page 96 of the Deed Records of Fort Bend County, Texas, which land lies within the outer perimeter of the Subject Land but is not a part thereof; and

WHEREAS, Elton Dale Koehn and wife, Gloria Jean Koehn, executed none of the instruments hereinabove described as affecting the Subject Land so that the Koehns' land is neither burdened nor benefited by any of the hereinabove listed subdivision instruments; and

WHEREAS, the Applicants are the owners of all the land subject to the hereinabove described subdivision instruments, and the cancellation of such subdivision instruments will not interfere with the established rights of any purchaser owning any portion of said subdivision who has not joined herein as an applicant; and

WHEREAS, Houston Lighting and Power Company, the only utility company having

facilities located within the Subject Land, to the best of the Applicants' knowledge, has given its consent to the cancellation of said subdivision instruments; and

WHEREAS, the cancellation of said subdivision instruments will enable the Applicants to freely use and enjoy their respective tracts within the Subject Land; and

WHEREAS, Allied Bank Memorial is the holder of deed of trust liens upon part of the Subject Land, as evidenced by two deeds of trust recorded on December 20, 1984, under County Clerk's File Nos. 61566 and 61567 in the Official Records of Fort Bend County, Texas, and consents to the filing of this Application, as evidenced by the signature of its duly authorized officer, hereinafter affixed to this Application.

NOW, THEREFORE Applicants respectfully submit this Application and request that the Commissioners' Court of Fort Bend County, Texas, after notice published as required by law, authorize the Applicants, as owners of the Subject Land, to cancel the above referenced subdivision instruments.

Charles Miles
CHARLES MILES

Sherial Miles
SHERIAL MILES

John Timothy Miles
JOHN TIMOTHY MILES

Myrna Jean Miles
MYRNA JEAN MILES

R. L. Langford
R. L. LANGFORD

Penny Langford
PENNY LANGFORD

ALLIED BANK MEMORIAL, a Texas banking corporation

By: James A. Bolton
JAMES A. BOLTON, Executive Vice President

ATTEST:

By: W.R. Fitzpatrick
Name: W.R. Fitzpatrick
Title: Vice President

AS PER ORIGINAL

AS PER ORIGINAL

1870 0068

00275

CHARLIE KALKOMEY SURVEYING, INC.
1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 1

FIELD NOTES FOR A 10.0253 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

BEGINNING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of said 70.8344 Acre Tract for the North corner and Place of Beginning of the herein described 10.0253 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 798.71 feet to a 1/2 inch Iron Pipe set for the most Easterly corner of the herein described 10.0253 Acre Tract, said point being the North corner of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining Tract 2, 60.00 feet to a 1/2 inch Iron Pipe found at the East corner of that certain 2.0199 Acre Tract described in Volume 1485, Page 777, Official Records, Fort Bend County, Texas, for corner;

THENCE North 45 degrees 23 minutes 55 seconds West along a line being 60.00 feet Southwest of and parallel to the Northeast line of said 70.8344 Acre Tract, same being the Northeast line of said 2.0199 Acre Tract, 300.00 feet to a 1/2 inch Iron Rod found at the North corner of said 2.0199 Acre Tract for a reentry corner to the herein described 10.0253 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West continuing along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining 2.0199 Acre Tract, at 245.00 feet pass a 3/4 inch Iron Pipe found on said line and continuing for a total distance of 275.00 feet to a point in the centerline of an old channel of Willow Fork at the West corner of said 2.0199 Acre Tract for a reentry corner to the herein described 10.0253 Acre Tract;

THENCE along the centerline meanders of the old channel of Willow Fork as follows:

South 38 degrees 42 minutes 53 seconds East, 251.71 feet;
South 29 degrees 20 minutes 26 seconds East, 52.03 feet; and
South 39 degrees 39 minutes 33 seconds East, 30.15 feet to a 1/2 inch Iron Pipe set for corner, said point being the East corner of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract and being in the Westerly line of the aforementioned adjoining Tract 2;

THENCE South 57 degrees 52 minutes 19 seconds West along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining Tract 4, at 29.92 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 259.11 feet to a 1/2 inch Iron Pipe set for the South corner of the herein described 10.0253 Acre Tract, same being a reentry corner to the aforementioned adjoining Tract 4;

EXHIBIT "A"

AS PER ORIGINAL

AS PER ORIGINAL

FIELD NOTES - 10.0253 Acre Tract (Cont'd)

THENCE North 48 degrees 07 minutes 53 seconds West continuing along said common line, 779.43 feet to a 1/2 inch Iron Pipe set in the Southeast right-of-way line of Green Busch Road for the West corner of the herein described 10.0253 Acre Tract, same being the North corner of the aforementioned adjoining Tract 4, and said point being located North 44 degrees 43 minutes 46 seconds East, 593.23 feet from the point of intersection of said line with the centerline of the Willow Fork of Buffalo Bayou;

THENCE North 44 degrees 43 minutes 46 seconds East along the Southeast right-of-way line of Green Busch Road, 265.88 feet to a 1/2 inch Iron Pipe set at an angle point in said line;

THENCE North 45 degrees 50 minutes 03 seconds East continuing along the Southeast right-of-way line of Green Busch Road, at 345.26 feet pass a 1/2 inch Iron Rod found on said line and continuing for a total distance of 405.27 feet to the Place of BEGINNING and containing 10.0253 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED
PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 3

FIELD NOTES FOR A 27.1726 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of the aforementioned 70.8344 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 1344.61 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 27.1726 Acre Tract, same being the East corner of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE continuing South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 1242.55 feet to a 1/2 inch Iron Pipe set at the East corner of said 70.8344 Acre Tract for the East corner of the herein described 27.1726 Acre Tract;

THENCE South 44 degrees 34 minutes 11 seconds West along the Southeast line of said 70.8344 Acre Tract, 907.03 feet to a 1/2 inch Iron Pipe set for corner;

THENCE South 60 degrees 26 minutes 52 seconds East, 31.06 feet to a 1/2 inch Iron Pipe set for corner;

THENCE South 44 degrees 34 minutes 11 seconds West, at 18.40 feet pass a 1/2 inch Iron Pipe set in the Northeasterly line of a 75 foot wide strip of land being a 150 foot easement to Fort Bend County Drainage District recorded in Volume 356, Page 479, Fort Bend County Deed Records, and continuing for a total distance of 96.93 feet to a point in the centerline of Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 27.1726 Acre Tract, same being the South corner of the aforementioned 70.8344 Acre Tract;

THENCE along the centerline of Willow Fork Branch of Buffalo Bayou, as follows:

North 62 degrees 40 minutes 17 seconds West, 120.49 feet;
North 83 degrees 10 minutes 31 seconds West, 120.22 feet;
North 63 degrees 38 minutes 49 seconds West, 299.18 feet; and
North 35 degrees 26 minutes 43 seconds West, 112.30 feet to the point of intersection of said line with the centerline of an old channel of Willow Fork for the most Southerly West corner of the herein described 27.1726 Acre Tract, same being the South corner of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, same being the common line of the herein described 27.1726 Acre Tract and the aforementioned adjoining Tract 4, as follows:

North 44 degrees 25 minutes 09 seconds East, 45.31 feet;
North 16 degrees 12 minutes 52 seconds East, 27.35 feet;
North 78 degrees 05 minutes 50 seconds East, 9.76 feet;

FIELD NOTES - 27.1726 Acre Tract (Cont'd)

North 78 degrees 05 minutes 50 seconds East, 33.91 feet;
North 44 degrees 25 minutes 09 seconds East, 137.93 feet;
North 29 degrees 22 minutes 51 seconds East, 110.39 feet;
North 06 degrees 01 minute 54 seconds West, 119.47 feet;
North 31 degrees 21 minutes 32 seconds West, 18.81 feet;
North 60 degrees 56 minutes 52 seconds West, 134.57 feet;
North 70 degrees 18 minutes 02 seconds West, 132.98 feet;
North 57 degrees 19 minutes 56 seconds West, 71.83 feet;
North 38 degrees 56 minutes 43 seconds West, 43.34 feet;
North 12 degrees 46 minutes 17 seconds West, 60.79 feet; and
North 08 degrees 34 minutes 25 seconds West, 155.40 feet to a point for the most Northerly West corner of the herein described 27.1726 Acre Tract, same being the South corner of the aforementioned adjoining Tract 2;

THENCE North 44 degrees 36 minutes 05 seconds East along the common line of the herein described 27.1726 Acre Tract and the aforementioned adjoining Tract 2, at 44.69 feet pass a 1/2 inch Iron Pipe set on said line, at 665.14 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 725.14 feet to the Place of BEGINNING and containing 27.1726 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED
PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

AS PER ORIGINAL AS PER ORIGINAL

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 4

FIELD NOTES FOR A 25.0031 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of said 70.8344 Acre Tract;

THENCE South 45 degrees 50 minutes 03 seconds West along the Southeast right-of-way line of Green Busch Road, 405.27 feet to a 1/2 inch Iron Pipe set at an angle point in said line;

THENCE South 44 degrees 43 minutes 46 seconds West continuing along said Southeast right-of-way line, 265.88 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 25.0031 Acre Tract, same being the West corner of a certain adjoining 10.0253 Acre Tract (Tract 1) being a part of said 70.8344 Acre Tract;

THENCE South 48 degrees 07 minutes 53 seconds East along the common line of the herein described 25.0031 Acre Tract and the aforementioned adjoining Tract 1, 779.43 feet to a 1/2 inch Iron Pipe set at the South corner of said Tract 1;

THENCE North 57 degrees 52 minutes 19 seconds East continuing along said common line, at 229.19 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 259.11 feet to a 1/2 inch Iron Pipe set in the centerline of an old channel of Willow Fork for the East corner of the herein described 25.0031 Acre Tract, said point being in the Westerly line of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, as follows:

South 39 degrees 39 minutes 33 seconds East, 50.98 feet;
South 19 degrees 50 minutes 14 seconds East, 121.64 feet;
South 04 degrees 32 minutes 25 seconds East, 183.57 feet;
South 02 degrees 57 minutes 35 seconds West, 118.11 feet;
South 06 degrees 31 minutes 33 seconds East, 58.38 feet;
South 28 degrees 23 minutes 50 seconds East, 67.35 feet;
South 08 degrees 34 minutes 25 seconds East, 190.72 feet;
South 12 degrees 46 minutes 17 seconds East, 60.79 feet;
South 38 degrees 56 minutes 43 seconds East, 43.34 feet;
South 57 degrees 19 minutes 56 seconds East, 71.83 feet;
South 70 degrees 18 minutes 02 seconds East, 132.98 feet;
South 60 degrees 56 minutes 52 seconds East, 134.57 feet;
South 31 degrees 21 minutes 32 seconds East, 18.81 feet;
South 06 degrees 01 minute 54 seconds East, 119.47 feet;
South 29 degrees 22 minutes 51 seconds West, 110.39 feet;
South 44 degrees 25 minutes 09 seconds West, 137.93 feet;

EXHIBIT "B"

FIELD NOTES - 25.0031 Acre Tract (Cont'd)

South 78 degrees 05 minutes 50 seconds West, 9.76 feet;
South 78 degrees 05 minutes 50 seconds West, 33.91 feet;
South 16 degrees 12 minutes 52 seconds West, 27.35 feet; and
South 44 degrees 25 minutes 09 seconds West, 45.31 feet to the point of intersection of said line with the centerline of Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 25.0031 Acre Tract, same being the most Southerly West corner of the aforementioned adjoining Tract 3;

THENCE along the centerline of Willow Fork Branch of Buffalo Bayou, as follows:

North 35 degrees 26 minutes 43 seconds West, 195.79 feet;
North 45 degrees 02 minutes 12 seconds West, 331.76 feet;
South 70 degrees 35 minutes 24 seconds West, 40.20 feet;
North 42 degrees 51 minutes 41 seconds West, 138.27 feet;
North 52 degrees 00 minutes 15 seconds West, 247.29 feet;
North 49 degrees 15 minutes 30 seconds West, 493.28 feet;
North 49 degrees 37 minutes 58 seconds West, 508.31 feet;
North 40 degrees 25 minutes 47 seconds West, 98.82 feet to the point of intersection of said line with the Southeast right-of-way line of Green Busch Road for the West corner of the herein described 25.0031 Acre Tract, same being the West corner of the aforementioned 70.8344 Acre Tract;

THENCE North 44 degrees 43 minutes 46 seconds East along the Southeast right-of-way line of Green Busch Road, at 75.27 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 593.23 feet to the Place of BEGINNING and containing 25.0031 acres of land, more or less.

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED PUBLIC SURVEYOR

00281

AS PER ORIGINAL

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

1870 0074

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 2

FIELD NOTES FOR A 6.6135 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of the aforementioned 70.8344 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 798.71 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 6.6135 Acre Tract, same being the East corner of a certain adjoining 10.0253 Acre Tract (Tract 1) being a part of said 70.8344 Acre Tract;

THENCE continuing South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 545.90 feet to a 1/2 inch Iron Pipe set for the East corner of the herein described 6.6135 Acre Tract, same being the North corner of a certain adjoining 27.1726 Acre Tract (Tract 3) being a part of said 70.8344 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West along the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining Tract 3, at 60.00 feet pass a 1/2 inch Iron Pipe set on said line, at 680.45 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 725.14 feet to a point in the centerline of an old channel of Willow Fork for the South corner of the herein described 6.6135 Acre Tract, same being the most Northerly West corner of the aforementioned adjoining Tract 3 and being in the Easterly line of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, same being the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining Tract 4, as follows:

North 08 degrees 34 minutes 25 seconds West, 35.32 feet;
North 28 degrees 23 minutes 50 seconds West, 67.35 feet;
North 06 degrees 31 minutes 33 seconds West, 58.38 feet;
North 02 degrees 57 minutes 35 seconds East, 118.11 feet;
North 04 degrees 32 minutes 25 seconds West, 183.57 feet;
North 19 degrees 50 minutes 14 seconds West, 121.64 feet; and,
North 39 degrees 39 minutes 33 seconds West, 81.13 feet to a point for the West corner of the herein described 6.6135 Acre Tract, same being the South corner of a certain adjoining 2.0199 Acre Tract as described in Volume 1485, Page 777, Official Records, Fort Bend County, Texas;

THENCE North 44 degrees 36 minutes 05 seconds East along the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining 2.0199 Acre Tract, at 30.00 feet pass a 3/4 inch Iron Pipe found on said line, at 318.69 feet pass a 1/2 inch Iron Pipe found on said line at the East corner of said 2.0199 Acre Tract and continuing for a total distance of 378.69 feet to the Place of BEGINNING and containing 6.6135 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

EXHIBIT "C"

PAGE 1 OF 1

NOTICE OF APPLICATION TO CANCEL SUBDIVISION

THE STATE OF TEXAS

COUNTY OF FORT BEND

TO ALL PERSONS INTERESTED IN: A certain tract or parcel of land sometimes known as Pin Oak Estates or Pin Oak Estates, Section I situated in Fort Bend County, Texas.

Notice is hereby given that on the 15 day of December, 1986, an Application for Cancellation of Subdivision was presented to the Commissioners' Court of Fort Bend County, Texas, by Charles Miles, Sherial Miles, John Timothy Miles, Myrna Jean Miles, R. L. Langford and Penny Langford ("Applicants") with the consent of Allied Bank Memorial, which is the holder of one or more deed of trust liens upon the land described in said Application. The Application for Cancellation of Subdivision requests that the Commissioners' Court authorize the Applicants to cancel certain instruments recorded in the public records of Fort Bend County, Texas, relating to a tract of approximately 71 acres of land located to the east of the intersection of Green Busch Road with the WillowFork Branch of Buffalo Bayou in Precinct No. 3, Fort Bend County, Texas, which land has been sometimes known as Pin Oak Estates or Pin Oak Estates, Section I.

Notice is hereby given that the Commissioners' Court will hear and act on such Application on the ____ day of _____, 1986, at _____ o'clock __.M., in the Commissioners' Courtroom located in Richmond, Texas, and any persons interested in such lands desiring to protest said Application are hereby commanded to appear at such time and place and make their protest.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE this ____ day of _____, 1986.

By: Jeanne Wilson
Name: _____
Title: _____ Clerk of the Commissioners' Court of Fort Bend County, Texas

IN THE MATTER OF THE TERMINATION AND ABANDONMENT OF A PORTION OF LAKE DRIVE

IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

ORDER

On this 15 day of December, 1986, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, the Application For Termination And Abandonment Of A Portion Of Lake Drive, submitted by Charles Miles and Sherial Miles ("Applicants"), for an Order of this Court to terminate and abandon a portion of Lake Drive situated within Fort Bend County, Texas, the portion of Lake Drive sought to be abandoned (such abandoned portion hereinafter being called "Subject Road") being a sixty foot (60') wide roadway running in a northeast-southwest direction, said Subject Road lying within the boundaries of property owned by Applicants and being that certain strip of land and dedicated roadway easement more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Applicants have requested the return of Subject Road back into acreage as it existed before such roadway was dedicated as a right-of-way easement, all as more particularly set forth in said Application.

Said Application and the evidence submitted in support thereof having been fully heard and considered by the Court, the Court finds:

(1) That Subject Road lies wholly within property owned in fee by Applicants;

(2) That the Subject Road was dedicated by the instrument recorded in Volume 777 at Page 647 of the Deed Records of Fort Bend County, Texas;

(3) That no person, firm, corporation or other entity would be adversely affected by the termination and abandonment of Subject Road, nor would the termination and abandonment of the Subject Road interfere with any established rights of any such person, firm, corporation or other entities;

(4) That the termination and abandonment of the Subject Road will not deprive the public of a means of access from the proposed terminus of Lake Drive to any point outside the property of Applicants; and

(5) That the termination and abandonment of the Subject Road will not deprive any person, firm, corporation or other entity of access to a public roadway;

And the Court being of the opinion that Subject Road should be terminated and abandoned as applied for, and the Application should be granted, it is accordingly,

ORDERED, ADJUDGED and DECREED by the Court that the portion of the Lake Drive roadway right-of-way dedication burdening the Subject Road, as hereinabove described,

is hereby TERMINATED and ABANDONED such that the Subject Road shall be owned in fee by the Applicants, free and clear of the Lake Drive rightway-of-way easement, and Applicants are hereby authorized to file for record in the office of the County Clerk of Fort Bend County, Texas, this Order evidencing said termination and abandonment.

_____, County Judge

_____
Commissioner, Precinct No. 1

_____
Commissioner, Precinct No. 2

_____
Commissioner, Precinct No. 3

_____
Commissioner, Precinct No. 4

ATTEST:

By: _____
Name: _____
Title: _____ Clerk of the Commissioners' Court of Fort Bend County, Texas

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, _____, _____ Clerk of Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and corrrect copy of Order made and entered on the ____ day of _____, 1986, as same appears of record in Volume _____ of the Minutes of the Commissioners' Court.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1986.

By: _____
Name: _____
Title: _____ Clerk of the Commissioners' Court of Fort Bend County, Texas

FIELD NOTES FOR A PORTION TO BE ABANDONED OUT OF A 60-FOOT-WIDE RIGHT-OF-WAY KNOWN AS LAKE DRIVE, LOCATED IN A 71.1487 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY ABSTRACT 189, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch iron pipe found in the North corner of the aforementioned 71.1487 acre tract, same being in the Southeast line of Green Busch Road;

THENCE S 45° 20'47" E 2,023.71 feet to an iron pipe set for a corner, same being in the Northeast line of the aforementioned 71.1487 acre tract;

THENCE S 44°39'13" W 60 feet to the point or place of BEGINNING;

THENCE S 44°39'13" W 230 feet to an iron pipe set for an interior corner;

THENCE S 45°20'47" E 495.95 feet to an iron pipe set for a corner;

THENCE S 44°39'13" W 60 feet for width of right-of-way to an iron pipe set for a corner;

THENCE N 45°20'47" W 495.95 feet to an iron pipe set for an interior corner;

THENCE S 44° 39'13" W 145.13 feet to an iron pipe set for an angle point;

THENCE S 00° 20'47" E 200.44 feet to an iron pipe set for an angle point;

THENCE S 09°19'08" E 186.66 feet to an iron pipe set for a point in a cul-de-sac radius, radius of cul-de-sac being 50 feet with center of radius located from aforementioned iron pipe in radius S 09°19'08" E 48.99 feet, thence S 80°40'52" W 10 feet to center, with delta of the cul-de-sac being 258°27'52" to a point in the radius;

THENCE N 09° 19'08" W 242.25 feet to an iron pipe set for angle point;

THENCE N 00° 20'47" W 230 feet to an iron pipe set for angle point;

THENCE N 44° 39'13" E 410 feet to a point;

THENCE S 45°20'47" E 60 feet to the place of BEGINNING, said road right-of-way to be abandoned containing 2.0314 acres, more or less.

EXHIBIT "A"

IN THE MATTER OF THE CANCELLATION	IN THE COMMISSIONERS' COURT
OF THE SUBDIVISION KNOWN AS	OF
PIN OAK ESTATES OR PIN OAK ESTATES, SECTION I	FORT BEND COUNTY, TEXAS

ORDER

On this 15 day of December, 1986, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, the Application for Cancellation of Subdivision of Charles Miles, Sherial Miles, John Timothy Miles, Myrna Jean Miles, R. L. Langford and Penny Langford ("Applicants"), for an Order of this Court authorizing the cancellation of certain instruments recorded in the real property records of Fort Bend County, Texas, to-wit:

(1) Declaration of Restrictions recorded in Volume 775, at Page 333 of the Deed Records of Fort Bend County, Texas;

(2) Dedication of Streets and Roads recorded in Volume 904, at Page 597 of the Deed Records of Fort Bend County, Texas; and

(3) Agreement for Electrical Service recorded in Volume 924, at Page 448 of the Deed Records of Fort Bend County, Texas.

Said instruments referring or relating to all those certain tracts or parcels of land in Fort Bend County, Texas, owned by Applicants and more fully described by metes and bounds in Exhibits "A", "B" and "C" attached hereto and incorporated herein by reference.

Applicants have requested the authorization of the Commissioners' Court to cancel the above referenced recorded instruments so as to relieve the land owned by Applicants of the burdens thereof, and said Application and the evidence submitted in support thereof having been fully heard and considered by the Court, the Court finds:

(1) The Applicants own substantially all, but in any event not less than seventy-five percent (75%), of the land subject to the recorded instruments hereinabove set forth;

(2) Cancellation of the subdivision instruments hereinabove set forth will not interfere with the established rights of any purchaser owning any portion of such subdivisions;

(3) Notice of the filing of the Application for Cancellation of Subdivision has been given by the publishing of notice of such application in the manner required by law;

(4) And the Court being of the opinion that authorization should be given for the cancellation of the subdivision instruments hereinabove set forth and the Application should be granted, it is accordingly,

ORDERED, ADJUDGED and DECREED that the Applicants are hereby authorized

to execute and record an instrument cancelling the subdivision instruments hereinabove set forth, and the Applicants are hereby authorized to file for record in the Office of the County Clerk of Fort Bend County, Texas, this Order evidencing the authorization of this Court of the signing and recording of such instrument of cancellation.

County Judge

Commissioner, Precinct No. 1

Commissioner, Precinct No. 2

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

ATTEST:

By: _____
Name: _____
Title: _____ Clerk of the Commissioners' Court of Fort Bend County, Texas

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, _____, _____ Clerk of Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order made and entered on the ____ day of _____, 1986, as same appears of record in Volume _____ of the Minutes of the Commissioners' Court.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1986.

By: _____
Name: _____
Title: _____ Clerk of the Commissioners' Court of Fort Bend County, Texas

AS PER ORIGINAL

AS PER ORIGINAL

00288
1870 0068

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 1

FIELD NOTES FOR A 10.0253 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

BEGINNING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of said 70.8344 Acre Tract for the North corner and Place of Beginning of the herein described 10.0253 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 798.71 feet to a 1/2 inch Iron Pipe set for the most Easterly corner of the herein described 10.0253 Acre Tract, said point being the North corner of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining Tract 2, 60.00 feet to a 1/2 inch Iron Pipe found at the East corner of that certain 2.0199 Acre Tract described in Volume 1485, Page 777, Official Records, Fort Bend County, Texas, for corner;

THENCE North 45 degrees 23 minutes 55 seconds West along a line being 60.00 feet Southwest of and parallel to the Northeast line of said 70.8344 Acre Tract, same being the Northeast line of said 2.0199 Acre Tract, 300.00 feet to a 1/2 inch Iron Rod found at the North corner of said 2.0199 Acre Tract for a reentry corner to the herein described 10.0253 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West continuing along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining 2.0199 Acre Tract, at 245.00 feet pass a 3/4 inch Iron Pipe found on said line and continuing for a total distance of 275.00 feet to a point in the centerline of an old channel of Willow Fork at the West corner of said 2.0199 Acre Tract for a reentry corner to the herein described 10.0253 Acre Tract;

THENCE along the centerline meanders of the old channel of Willow Fork as follows:

South 38 degrees 42 minutes 53 seconds East, 251.71 feet;
South 29 degrees 20 minutes 26 seconds East, 52.03 feet; and
South 39 degrees 39 minutes 33 seconds East, 30.15 feet to a 1/2 inch Iron Pipe set for corner, said point being the East corner of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract and being in the Westerly line of the aforementioned adjoining Tract 2;

THENCE South 57 degrees 52 minutes 19 seconds West along the common line of the herein described 10.0253 Acre Tract and the aforementioned adjoining Tract 4, at 29.92 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 259.11 feet to a 1/2 inch Iron Pipe set for the South corner of the herein described 10.0253 Acre Tract, same being a reentry corner to the aforementioned adjoining Tract 4;

EXHIBIT "A"

AS PER ORIGINAL

AS PER ORIGINAL

FIELD NOTES - 10.0253 Acre Tract (Cont'd)

THENCE North 48 degrees 07 minutes 53 seconds West continuing along said common line, 779.43 feet to a 1/2 inch Iron Pipe set in the Southeast right-of-way line of Green Busch Road for the West corner of the herein described 10.0253 Acre Tract, same being the North corner of the aforementioned adjoining Tract 4, and said point being located North 44 degrees 43 minutes 46 seconds East, 593.23 feet from the point of intersection of said line with the centerline of the Willow Fork of Buffalo Bayou;

THENCE North 44 degrees 43 minutes 46 seconds East along the Southeast right-of-way line of Green Busch Road, 265.88 feet to a 1/2 inch Iron Pipe set at an angle point in said line;

THENCE North 45 degrees 50 minutes 03 seconds East continuing along the Southeast right-of-way line of Green Busch Road, at 345.26 feet pass a 1/2 inch Iron Rod found on said line and continuing for a total distance of 405.27 feet to the Place of BEGINNING and containing 10.0253 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED
PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

AS PER ORIGINAL PER ORIGINAL

00290

1870 0070

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2039

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 3

FIELD NOTES FOR A 27.1726 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of the aforementioned 70.8344 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 1344.61 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 27.1726 Acre Tract, same being the East corner of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE continuing South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 1242.55 feet to a 1/2 inch Iron Pipe set at the East corner of said 70.8344 Acre Tract for the East corner of the herein described 27.1726 Acre Tract;

THENCE South 44 degrees 34 minutes 11 seconds West along the Southeast line of said 70.8344 Acre Tract, 907.03 feet to a 1/2 inch Iron Pipe set for corner;

THENCE South 60 degrees 26 minutes 52 seconds East, 31.06 feet to a 1/2 inch Iron Pipe set for corner;

THENCE South 44 degrees 34 minutes 11 seconds West, at 18.40 feet pass a 1/2 inch Iron Pipe set in the Northeasterly line of a 75 foot wide strip of land being a 150 foot easement to Fort bend County Drainage District recorded in Volume 356, Page 479, Fort Bend County Deed Records, and continuing for a total distance of 96.93 feet to a point in the centerline of Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 27.1726 Acre Tract, same being the South corner of the aforementioned 70.8344 Acre Tract;

THENCE along the centerline of Willow Fork Branch of Buffalo Bayou, as follows:

North 62 degrees 40 minutes 17 seconds West, 120.49 feet;
North 83 degrees 10 minutes 31 seconds West, 120.22 feet;
North 63 degrees 38 minutes 49 seconds West, 299.18 feet; and
North 35 degrees 26 minutes 43 seconds West, 112.30 feet to the point of intersection of said line with the centerline of an old channel of Willow Fork for the most Southerly West corner of the herein described 27.1726 Acre Tract, same being the South corner of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, same being the common line of the herein described 27.1726 Acre Tract and the aforementioned adjoining Tract 4, as follows:

North 44 degrees 25 minutes 09 seconds East, 45.31 feet;
North 16 degrees 12 minutes 52 seconds East, 27.35 feet;
North 78 degrees 05 minutes 50 seconds East, 9.76 feet;

North 78 degrees 05 minutes 50 seconds East, 33.91 feet;
North 44 degrees 25 minutes 09 seconds East, 137.93 feet;
North 29 degrees 22 minutes 51 seconds East, 110.39 feet;
North 06 degrees 01 minute 54 seconds West, 119.47 feet;
North 31 degrees 21 minutes 32 seconds West, 18.81 feet;
North 60 degrees 56 minutes 52 seconds West, 134.57 feet;
North 70 degrees 18 minutes 02 seconds West, 132.98 feet;
North 57 degrees 19 minutes 56 seconds West, 71.83 feet;
North 38 degrees 56 minutes 43 seconds West, 43.34 feet;
North 12 degrees 46 minutes 17 seconds West, 60.79 feet; and
North 08 degrees 34 minutes 25 seconds West, 155.40 feet to a point for the most Northerly West corner of the herein described 27.1726 Acre Tract, same being the South corner of the aforementioned adjoining Tract 2;

THENCE North 44 degrees 36 minutes 05 seconds East along the common line of the herein described 27.1726 Acre Tract and the aforementioned adjoining Tract 2, at 44.69 feet pass a 1/2 inch Iron Pipe set on said line, at 665.14 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 725.14 feet to the Place of BEGINNING and containing 27.1726 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED
PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

AS PER ORIGINAL

00292

1870 0072

CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 4

FIELD NOTES FOR A 25.0031 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of said 70.8344 Acre Tract;

THENCE South 45 degrees 50 minutes 03 seconds West along the Southeast right-of-way line of Green Busch Road, 405.27 feet to a 1/2 inch Iron Pipe set at an angle point in said line;

THENCE South 44 degrees 43 minutes 46 seconds West continuing along said Southeast right-of-way line, 265.88 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 25.0031 Acre Tract, same being the West corner of a certain adjoining 10.0253 Acre Tract (Tract 1) being a part of said 70.8344 Acre Tract;

THENCE South 48 degrees 07 minutes 53 seconds East along the common line of the herein described 25.0031 Acre Tract and the aforementioned adjoining Tract 1, 779.43 feet to a 1/2 inch Iron Pipe set at the South corner of said Tract 1;

THENCE North 57 degrees 52 minutes 19 seconds East continuing along said common line, at 229.19 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 259.11 feet to a 1/2 inch Iron Pipe set in the centerline of an old channel of Willow Fork for the East corner of the herein described 25.0031 Acre Tract, said point being in the Westerly line of a certain adjoining 6.6135 Acre Tract (Tract 2) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, as follows:

South 39 degrees 39 minutes 33 seconds East, 50.98 feet;
South 19 degrees 50 minutes 14 seconds East, 121.64 feet;
South 04 degrees 32 minutes 25 seconds East, 183.57 feet;
South 02 degrees 57 minutes 35 seconds West, 118.11 feet;
South 06 degrees 31 minutes 33 seconds East, 58.38 feet;
South 28 degrees 23 minutes 50 seconds East, 67.35 feet;
South 08 degrees 34 minutes 25 seconds East, 190.72 feet;
South 12 degrees 46 minutes 17 seconds East, 60.79 feet;
South 38 degrees 56 minutes 43 seconds East, 43.34 feet;
South 57 degrees 19 minutes 56 seconds East, 71.83 feet;
South 70 degrees 18 minutes 02 seconds East, 132.98 feet;
South 60 degrees 56 minutes 52 seconds East, 134.57 feet;
South 31 degrees 21 minutes 32 seconds East, 18.81 feet;
South 06 degrees 01 minute 54 seconds East, 119.47 feet;
South 29 degrees 22 minutes 51 seconds West, 110.39 feet;
South 44 degrees 25 minutes 09 seconds West, 137.93 feet;

EXHIBIT "B"

FIELD NOTES - 25.0031 Acre Tract (Cont'd)

South 78 degrees 05 minutes 50 seconds West, 9.76 feet;
South 78 degrees 05 minutes 50 seconds West, 33.91 feet;
South 16 degrees 12 minutes 52 seconds West, 27.35 feet; and
South 44 degrees 25 minutes 09 seconds West, 45.31 feet to the point of intersection of said line with the centerline of Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 25.0031 Acre Tract, same being the most Southerly West corner of the aforementioned adjoining Tract 3;

THENCE along the centerline of Willow Fork Branch of Buffalo Bayou, as follows:

North 35 degrees 26 minutes 43 seconds West, 195.79 feet;
North 45 degrees 02 minutes 12 seconds West, 331.76 feet;
South 70 degrees 35 minutes 24 seconds West, 40.20 feet;
North 42 degrees 51 minutes 41 seconds West, 138.27 feet;
North 52 degrees 00 minutes 15 seconds West, 247.29 feet;
North 49 degrees 15 minutes 30 seconds West, 493.28 feet;
North 49 degrees 37 minutes 58 seconds West, 508.31 feet;
North 40 degrees 25 minutes 47 seconds West, 98.82 feet to the point of intersection of said line with the Southeast right-of-way line of Green Busch Road for the West corner of the herein described 25.0031 Acre Tract, same being the West corner of the aforementioned 70.8344 Acre Tract;

THENCE North 44 degrees 43 minutes 46 seconds East along the Southeast right-of-way line of Green Busch Road, at 75.27 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 593.23 feet to the Place of BEGINNING and containing 25.0031 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

AS PER ORIGINAL

AS PER ORIGINAL

CHARLIE KALKOMEY SURVEYING, INC.

1615 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

TRACT 2

FIELD NOTES FOR A 6.6135 ACRE TRACT OF LAND OUT OF A 70.8344 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, SAID 70.8344 ACRE TRACT BEING THAT SAME CERTAIN CALLED 70.3754 ACRE TRACT DESCRIBED IN DEED RECORDED IN VOLUME 1485, PAGE 777, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS.

COMMENCING at a 1 inch Iron Pipe found in the Southeast right-of-way line of Green Busch Road at the North corner of the aforementioned 70.8344 Acre Tract;

THENCE South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 798.71 feet to a 1/2 inch Iron Pipe set for the North corner and Place of Beginning of the herein described 6.6135 Acre Tract, same being the East corner of a certain adjoining 10.0253 Acre Tract (Tract 1) being a part of said 70.8344 Acre Tract;

THENCE continuing South 45 degrees 23 minutes 55 seconds East along the Northeast line of said 70.8344 Acre Tract, 545.90 feet to a 1/2 inch Iron Pipe set for the East corner of the herein described 6.6135 Acre Tract, same being the North corner of a certain adjoining 27.1726 Acre Tract (Tract 3) being a part of said 70.8344 Acre Tract;

THENCE South 44 degrees 36 minutes 05 seconds West along the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining Tract 3, at 60.00 feet pass a 1/2 inch Iron Pipe set on said line, at 680.45 feet pass a 1/2 inch Iron Pipe set on said line and continuing for a total distance of 725.14 feet to a point in the centerline of an old channel of Willow Fork for the South corner of the herein described 6.6135 Acre Tract, same being the most Northerly West corner of the aforementioned adjoining Tract 3 and being in the Easterly line of a certain adjoining 25.0031 Acre Tract (Tract 4) being a part of said 70.8344 Acre Tract;

THENCE along the centerline of the old channel of Willow Fork, same being the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining Tract 4, as follows:

North 08 degrees 34 minutes 25 seconds West, 35.32 feet;
North 28 degrees 23 minutes 50 seconds West, 67.35 feet;
North 06 degrees 31 minutes 33 seconds West, 58.38 feet;
North 02 degrees 57 minutes 35 seconds East, 118.11 feet;
North 04 degrees 32 minutes 25 seconds West, 183.57 feet;
North 19 degrees 50 minutes 14 seconds West, 121.64 feet; and,
North 39 degrees 39 minutes 33 seconds West, 81.13 feet to a point for the West corner of the herein described 6.6135 Acre Tract, same being the South corner of a certain adjoining 2.0199 Acre Tract as described in Volume 1485, Page 777, Official Records, Fort Bend County, Texas;

THENCE North 44 degrees 36 minutes 05 seconds East along the common line of the herein described 6.6135 Acre Tract and the aforementioned adjoining 2.0199 Acre Tract, at 30.00 feet pass a 3/4 inch Iron Pipe found on said line, at 318.69 feet pass a 1/2 inch Iron Pipe found on said line at the East corner of said 2.0199 Acre Tract and continuing for a total distance of 378.69 feet to the Place of BEGINNING and containing 6.6135 acres of land, more or less.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 19, 1984

Job No. 760-03-FB

EXHIBIT "C"

PAGE 1 OF 1

W. W. WALLACE, JR. - APPRAISER
LICENSE NO. 255227

W. W. Wallace, Jr.
1111 Golfview, Apt. 715
Richmond, TX 77469

December 10, 1986

Fort Bend County
% Mr. Larry D. Wagenbach, Assistant District Attorney
400 South Sixth Street
Richmond, Texas 77469

In Re: Swap of Property between Polly Ryon Memorial Hospital and Fort Bend County, Texas

At the request of Mr. Michael Scherer, I inspected the property and Improvements covered by General Waranty Deed from Polly Ryon Memorial Hospital to Fort Bend County, Texas as well as the property covered by General Warranty Deed from Fort Bend County, Texas to Polly Ryon Memorial Hospital both inside and outside in case of improvements on December 9th, 1986 and found the following:

Property and Improvements - George St. & Austin Street:

1. #105 Wood Siding on Concrete Slab.
2. Composition Roof - Painted Gutters
3. Wood Windows & Wood Screens
4. Sheetrock Walls & Celotex Tile Ceilings
5. Vinyl Tile Floors
6. Five Offices with Waiting & Reception Room
7. Two Baths
8. Screened Breezeway and Front Screened Porch.
9. Garage converted to storahe with plywood walls & Ceiling.
10. At time of inspection on 12-9-86 entire building both inside and outside were freshly painted and in good condition.

ESTIMATED MARKET VALUE:

1240 Sq. Ft. Main Building @ $20.00 - - - - - - - -	$24,800.00
Breezeway and Front Porch - - - - - - - - - - - - - -	1,500.00
Storage (Garage) 336 Sq. Ft. @ $8.00 - - - - - - - -	2,688.00
Drives, Walks, etc. - - - - - - - - - - - - - - - - - -	2,200.00
	$31,188.00
Land: 80' x 120' - 9600 Sq. Ft. @ $2.00 - - - - - -	19,200.00
	$50,388.00
Reduced Value due to Reversion Clause (10%) - -	5,038.00
MARKET VALUE OF 0.2204 ACRE TRACT & IMPROVEMENTS - - - - -	$45,350.00

<u>0.152 Acres across rear of Former Fort Bend County Library</u>

A 25' x 264' strip of land extending South from Liberty Street and being on East side of former Fort Bend County Library property.

25 x 264 (0.152 Acres) - 6600 Sq. Ft. @ $5.00 - - - $33,000.00

Whereas the above 25' strip of land would normally be too narrow to warrant this value; however, when added to land alrady owned by Polly Ryon Memorial Hospital, it would be worth regular price of land in this area. This appraiser feels that this price per square foot is reasonable when combined with other land of Polly Ryon Memorial Hospital.

In conclusion it is this appraisers opinion as of December 10th, 1986, that the 0.152 acres deeded by Fort Bend County, Texas to Polly Ryon Memorial Hospital has a current Market Value of:

THIRTY-THREE THOUSAND AND 00/100 DOLLARS ($33,000.00)

and the 0.2204 acres plus improvements deed by Polly Ryon Memorial Hospital to Fort Bend County, Texas, has a current MARKET VALUE of:

FORTY-FIVE THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS ($45,350.00)

W. W. Wallace, Jr.
W. W. Wallace, Jr.
#255227

8665668 #13 1905 965

00297

0032

IN THE MATTER OF ABANDONMENT	§	IN THE COMMISSIONERS' COURT
OF THE OLD FORT BEND COUNTY	§	OF
LIBRARY BUILDING	§	FORT BEND COUNTY, TEXAS

ORDER ABANDONING
THE OLD FORT BEND COUNTY LIBRARY BUILDING

On the 8th day of September, 1986, came to be heard by the Commissioners' Court of Fort Bend County, Texas, the Application of Abandonment of The Old Fort Bend County Library Building of Polly Ryon Memorial Hospital, a Texas non-profit corporation ("Applicant"), for an Order of this Court to abandon The Old Fort Bend County Library Building situated within Richmond, Fort Bend County, Texas, and being that certain tract of land described in Deed of Gift dated October 12, 1948 from A. P. George and wife, Mamie E. George, to Fort Bend County, recorded in Volume 259, at Pages 486 and 487, Deed Records, Fort Bend County, Texas, to which reference is heremade for all purposes, said tract of land being described as follows, to-wit:

All that certain tract of land situated in the City of Richmond, Fort Bend County, Texas, and more particularly described as follows, to-wit:

BEGINNING at a post, the Southeast corner (Deed at Volume 259, Page 487 incorrectly refers to Southwest corner) of Lot Twelve (12) Section Two (2) Borden's Addition to the City of Richmond, Texas,

THENCE South 85 Deg. West with the South line of said Lot Twelve (12), 110 feet to an iron pin for corner;

THENCE North 30 Deg. West 237.8 feet to the South line of Highway 90-A;

THENCE in a Northeasterly direction with the South line of said Highway 90-A 111 feet to a point where same intersects a 60 foot street, said point being 30 feet at right angles from the North line of said Lot Twelve (12);

THENCE North 85 Deg. East 120 feet with the South line of said 60 foot street to a post for corner in same;

THENCE 5 Deg. East 266.2 feet to the point of beginning (said tract of land being hereinafter referred to as the "Subject Property"); and,

The aforesaid Deed of Gift to Fort Bend County provides in part: "TO HAVE AND TO HOLD the above described premises unto the said Fort Bend County, and it's successors and assigns, so long as a Fort Bend County Library only is maintained upon such premises; and whenever such library shall cease to be maintained upon such premises, then and thereupon this conveyance shall be null and void and the said land and premises shall absolutely pass and vest

Return to Bud - 12/15/86 COM

in the POLLY RYON MEMORIAL HOSPITAL , a benevolent, charitable educational and religous corporation, it's successor and assigns forever"; and,

This Court being of the opinion that because of the operation of a new Fort Bend County Library located at the intersection of Golfview Drive and F.M. 762 in Richmond, Fort Bend County, Texas, Fort Bend County no longer desires to continue operating and maintaining a library upon the Subject Property; and,

This Court being of the opinion that Fort Bend County does not at this time maintain and operate a library upon the Subject Property and that the request of Applicant should be granted it is accordingly,

ORDERED, ADJUDGED and DECREED by unanimous vote of the Court on this the 15th day of ~~September~~ DECEMBER, 1986, that FORT BEND COUNTY does hereby ABANDON all right, title, and interest of FORT BEND COUNTY in and to the Subject Property; and that Applicant is hereby authorized to file for record in the office of the County Clerk of Fort Bend County, Texas, this Order evidencing said abandonment.

Jodie E. Stavinoha, County Judge

Johnnie Pustka, Commissioner
Precinct No. 1

Ben Denham, Commissioner,
Precinct No. 2

Alton B. Pressley, Commissioner,
Precinct No. 3

Bob S. Lutts, Commissioner,
Precinct No. 4

ATTEST:

By: Dianne Wilson
Name: Dianne Wilson
Title: County Clerk of the Commissioners' Court of Fort Bend County, Texas

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, DIANNE WILSON, County Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order made and entered on the 15th day of ~~September~~ DECEMBER, 1986, as same appears of record in Volume _____, Page _____, of the Minutes of the Commissioners' Court.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of September, 1986.

By: Dianne Wilson
Name: Dianne Wilson
Title: County Clerk of the Commissioners' Court of Fort Bend County, Texas

013/work17

POLLY RYON MEMORIAL HOSPITAL

TO

FORT BEND COUNTY

GENERAL WARRANTY DEED

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

KNOW ALL MEN BY THESE PRESENTS: That POLLY RYON MEMORIAL HOSPITAL, a Texas Non-Profit Corporation, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash and other valuable consideration to Grantor in hand paid by FORT BEND COUNTY, a Political Subdivision of the State of Texas, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto the said Grantee, the following described property, together with all improvements situated thereon, described as follows, to-wit:

> Being 0.2204 acres of land, more or less, out of Lot No. Eight (8) in Section Two (2) of Borden's First Addition the the town of Richmond, Fort Bend County, Texas, according to the plat thereof recorded in Volume B, Page 758 of the Deed Records of Fort Bend County, Texas, to which refer in aid hereof, and being more particularly described as follows:
>
> To arrive at the point of beginning, start at the Southwest corner of Lot No. Five (5), being the Northwest corner of Lot No. Six (6), and also being the Northeast corner of Lot No. Eleven (11), of said Section Two (2) of Borden's First Addition to Richmond;
>
> THENCE South 05° East, at 594.4 feet past the Northwest corner of said Lot No. Eight (8), in all 748.5 feet to an iron pipe found for the Northwest corner and place of beginning for this 0.2204 acre tract of land;
>
> THENCE North 85° East 80.0 feet to an iron pipe found for the Northeast corner of this tract;
>
> THENCE South 05° East 120.0 feet to an iron pipe found in the North right-of-way line of Austin Street (60 feet wide) for the Southeast corner of this tract;
>
> THENCE South 85° West 80.0 feet along said right-of-way to an iron pipe found for the Southwest corner of this tract, said corner being on the West line of Lot No. Eight (8) and the East line of Lot No. Nine (9);
>
> THENCE North 05° West 120.0 feet to the place of beginning, and being the identical tract of land described as Second Tract in deeds from Mamie E. George to Polly Ryon Memorial Hospital recorded in Volume 394, Page 382 and in Volume 416, Page 666, Deed Records, Fort Bend County, Texas, to which reference is here made.

This conveyance is made and accepted subject to all and singular the reservations, restrictions, easements, rights-of-ways, zoning ordinances, maintenance charges, oil, gas and mineral reservations, royalties, and covenants, if any, to the

AS PER ORIGINAL

extent, if any, same are still applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Fort Bend County, Texas.

In the event FORT BEND COUNTY is not maintaining an indigent health care center on the property herein conveyed on the date which is ten (10) years after the date of this deed or in the event FORT BEND COUNTY ceases to maintain an indigent health care center on the property herein conveyed at any time after ten (10) years from the date of this deed, then the property herein conveyed shall automatically revert to Grantor, its successors and assigns at said time.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns for a period of ten (10) years from the date of this deed and for as long thereafter as FORT BEND COUNTY shall maintain an indigent health care center on the property herein conveyed, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th day of DECEMBER, 1986.

ATTEST: POLLY RYON MEMORIAL HOSPITAL

C. Michael Scherer
C. Michael Scherer, Asst. Sec.

By: Joe C. Wessendorff
Joe C. Wessendorff, President

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the 10th day of December, 1986, by Joe C. Wessendorff, President of Polly Ryon Memorial Hospital, a Texas Non-Profit Corporation, on behalf of said corporation.

Barbara Mucka
Notary Public - State of Texas
My commission expires: 6-30-87

Barbara Mucka
(Printed name of Notary Public)

Grantee's Mailing Address:

Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

009/work20

FORT BEND COUNTY, TEXAS

TO

POLLY RYON MEMORIAL HOSPITAL

GENERAL WARRANTY DEED

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

KNOW ALL MEN BY THESE PRESENTS: That Fort Bend County, Texas, a Political Subdivision of the State of Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash and other valuable consideration to Grantor in hand paid by POLLY RYON MEMORIAL HOSPITAL, a Texas Non-Profit Corporation, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY unto the said Grantee, the following described property, together with all improvements situated thereon, described as follows, to-wit:

Being the West Twenty-Five (25) feet of Lot No. Five (5) in Section Two (2) of Borden's First Addition to the town of Richmond, Fort Bend County, Texas, according to the plat thereof recorded in Volume B, Page 758 of the Deed Records of Fort Bend County, Texas, to which refer in aid hereof, being 25 feet wide by 264 feet long, containing 0.152 acre of land, more or less, and being more particularly described as follows:

To arrive at the point of beginning, start at the Northeast corner of Lot No. 5 and the Southeast corner of Lot No. 4 of said Section Two (2) of Borden's First Addition to Richmond; THENCE South 85° West 593 feet to the Northwest corner of said Lot 5; THENCE South 5° East 30 feet along the West line of said Lot 5 to a point in the South line of a 60 foot wide street for the place of beginning of this tract;

THENCE South 5° East 264 feet to a point marking Southwest corner of said Lot 5 for a corner of this tract;

THENCE North 85° East 25 feet along South line of said Lot 5 to a point for corner of this tract;

THENCE North 5° West 264 feet to a point for a corner in the South line of said 60 foot wide street;

THENCE South 85° West 25 feet with the South line of said 60 foot wide street to the place of beginning.

This conveyance is made and accepted subject to all and singular the reservations, restrictions, easements, rights-of-ways, zoning ordinances, maintenance charges, oil, gas and mineral reservations, royalties, and covenants, if any, to the extent, if any, same are still applicable to and

AS PER ORIGINAL

enforceable against the above described property as reflected by the records of the County Clerk of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 15 day of December, 1986.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the ____ day of _____, 1986, by Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, on behalf of said Fort Bend County, Texas.

_____
Notary Public - State of Texas
My commission expires:_____

_____
(Printed name of Notary Public)

Grantee's Mailing Address:

Polly Ryon Memorial Hospital
1705 Jackson Street
Richmond, Texas 77469

Return To:
C. Michael Scherer
P. O. Box 367
Richmond, Tx 77469

034/work19

WAIVER

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

WHEREAS, FORT BEND COUNTY, a political subdivision of the State of Texas, desires to sell and convey the hereinafter described 25 foot wide strip of land situated in Fort Bend County, Texas; and,

WHEREAS, Article 5421c-12, Section 2 of VERNON'S ANNOTATED REVISED CIVIL STATUTES OF THE STATE OF TEXAS provides in part that narrow strips of land owned by a political subdivision of the State of Texas may be sold to be abutting property owner or owners in proportion to their abutting ownership, such division between owner or owners to be made in an equitable manner; and,

WHEREAS, POLLY RYON MEMORIAL HOSPITAL, a Texas Non-Profit Corporation, is the owner of the property West of and adjacent to the hereinafter described 25 foot wide strip of land; and,

WHEREAS, THE GEORGE FOUNDATION, a Texas Charitable Trust, is the owner of the property East of and adjacent to the hereinafter described 25 foot wide strip of land; and,

WHEREAS, THE GEORGE FOUNDATION does not desire to purchase any portion of said 25 foot wide strip of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That THE GEORGE FOUNDATION, a Texas Charitable Trust, acting herein by and through its Trustees, having its principal place of business at 207 South Third Street, Richmond, Fort Bend County, Texas, for and in consideration of the premises, does hereby WAIVE and RELINQUISH any and all rights which it does or may have to purchase all or any portion of the hereinafter described 25 foot wide strip of land and does further hereby consent to the sale and conveyance of said 25 foot wide strip of land in its entirety by Fort Bend County to POLLY RYON MEMORIAL HOSPITAL, a Texas Non-Profit Corporation, said tract of land being more particularly described as follows, to-wit:

> Being the West Twenty-Five (25) feet of Lot No. Five (5) in Section Two (2) of Borden's First Addition to the town of Richmond, Fort Bend County, Texas, according to the plat thereof recorded in Volume B, Page 758 of the Deed Records of Fort Bend County, Texas, to which refer in aid hereof, being 25 feet wide by 264 feet long, containing 0.152 acre of land, more or less, and being more particularly described as follows:
>
> To arrive at the point of beginning, start at the Northeast corner of Lot No. 5 and the Southeast corner of Lot No. 4 of said Section Two (2) of Borden's First Addition to Richmond; THENCE South 85° West 593 feet to the Northwest corner of said Lot 5; THENCE South 5° East 30 feet along the West line of said Lot 5 to a point in the South line of a 60 foot wide street for the place of beginning of this tract;
>
> THENCE South 5° East 264 feet to a point marking Southwest corner of said Lot 5 for a corner of this tract;
>
> THENCE North 85° East 25 feet along South line of said Lot 5 to a point for corner of this tract;
>
> THENCE North 5° West 264 feet to a point for a corner in the South line of said 60 foot wide street;
>
> THENCE South 85° West 25 feet with the South line of said 60 foot wide street to the place of beginning.

AS PER ORIGINAL

EXECUTED this the 22nd day of October, 1986.

THE GEORGE FOUNDATION

BY: _____
JAMES A. ELKINS, JR.

BY: _____
HILL KEMP

BY: _____
R. GEORGE MOLINA

BY: _____
RICHARD J. TRABULSI, JR.

BY: _____
JOE C. WESSENDORFF

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 22nd day of October, 1986, by JAMES A. ELKINS, JR., HILL KEMP, R. GEORGE MOLINA, RICHARD J. TRABULSI, JR., and JOE C. WESSENDORFF, Trustees of THE GEORGE FOUNDATION, a Texas Charitable Trust, and on behalf of said Texas Charitable Trust.

Cynthia D. Wotkyns
Notary Public, State of Texas
My commission expires: 2-14-87

CYNTHIA D. WOTKYNS
(Printed name of Notary Public)

Return To:
C. Michael Scherer
P. O. Box 367
Richmond, Tx 77469

096/wk18

AS PER ORIGINAL 14 00305

0032

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

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

December 4, 1986

Commissioner Alton Pressley
Precinct #3
Fort Bend County, Texas

Re: Barker-Clodine Road; License and Easement from Corps of Engineers

Dear Commissioner Pressley:

Reference is made to your letter dated November 19, 1986 to Fort Bend County Levee Improvement District No. 12 concerning the above stated matter.

This office has reviewed the license and the easement from the Corps of Engineers to Fort Bend County concerning these improvements. The documents appear to be the standard Federal Government forms and appear to be in order for Court approval at its earliest convenience.

By copy of this letter, a copy of the two agreements are being forwarded to the other members of Commissioners' Court for their review and records.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:hl
Attachments

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Bob Lutts
Mr. Stanley Kucherka, County Engineer

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE DEPARTMENT OF ARMY'S EASEMENT FOR A RIGHT OF WAY TO WIDEN AND DEEPEN THE CLODINE DITCH; AND AUTHORIZING CERTAIN WORK

WHEREAS, the Fort Bend County Drainage District deems it necessary and proper and in the best interest of the citizens of Fort Bend County Drainage District to accept an easement from the Department of Army for a right of way to widen and deepen the Clodine Ditch; and

WHEREAS, the Fort Bend County Drainage District deems it necessary and proper and in the best interest of the citizens of Fort Bend County Drainage District to authorize Fort Bend County Levee Improvement District No. 12 to perform the necessary work to widen and deepen the Clodine Ditch;

NOW, THEREFORE BE IT RESOLVED BY THE FORT BEND COUNTY DRAINAGE DISTRICT, as follows:

Section 1. That Fort Bend County Drainage District hereby accepts the Department of Army's easement number DACWC64-2-87-3 attached hereto as Exhibit A for a right of way to widen and deepen the Clodine Ditch, and further that an officer of the Fort Bend County Drainage District is hereby authorized to evidence such acceptance by signing such easement.

Section 2. That Fort Bend County Levee Improvement District No. 12 is hereby authorized to perform the necessary work to widen and deepen the Clodine Ditch on behalf of the Fort Bend County Drainage District in accordance with the plan submitted to and approved by the Department of Army's Engineer District - Galveston and authorized under Easement No. DACWC64-2-87-3 at the location shown in the Exhibit A to such easement.

PASSED the 15 day of December, 1986 by a vote of 3 "Ayes" in favor and 0 "Noes" against, with 3 (number) Directors present and voting.

APPROVED the 15 day of December, 1986.

By: Julie E. Stavinoha

ATTEST:

By: Dianne Wilson

KM1286/020

DEPARTMENT OF THE ARMY
LICENSE NO. DACW64-3-87-4
ON
BUFFALO BAYOU AND TRIBUTARIES PROJECT
BARKER DAM, TEXAS

THE SECRETARY OF THE ARMY hereby grants to

THE COUNTY OF FORT BEND, TEXAS

a license for a period of one (1) year commencing on 1 December 1986 and ending 30 November 1987 but revocable at the will of the Secretary of the Army, for a temporary work area during construction activities necessary to widen and deepen Clodine Ditch in accordance with the plans submitted to and approved by Galveston District and authorized under Easement No. DACW64-2-87-3 at the location as shown in red on Exhibit "A", attached hereto and made a part hereof, and described as follows:

Three (3) parcels of land containing a total of 59.97 acres located in the Day Land and Cattle Company Survey, Abstract 451, and the John Brock Survey, Abstract 110, Fort Bend County, Texas, within Barker Reservoir as conveyed to the United States of America recorded in Volume 2361, Page 466 of the Harris County Deed Records and being more particularly described in Exhibits "B", "C", and "D" attached hereto and by this reference made a part hereof.

THIS LICENSE is granted subject to the following conditions:

1. That the exercise of the privileges hereby granted shall be without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer", and subject also to such regulations as may be prescribed by him from time to time.

2. That any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to the satisfaction of the said officer, or in lieu of such repair or replacement the licensee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

SEE DRAINAGE MINUTES 12/15/86

ORIGINAL SENT TO DEPT. OF ARMY FOR SIGNATURES

3. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for injuries to the person of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from governmental activities on the said premises, and the licensee shall hold the United States harmless from any and all such claims.

4. That, on or before the date of expiration of this license, or its relinquishment by the licensee, the licensee shall vacate the said Government premises, remove all property of the licensee therefrom, and restore the premises to a condition satisfactory to the said officer, damages beyond the control of the licensee and due to fair wear and tear excepted. If, however, this license is revoked, the licensee shall vacate the premises, remove said property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the licensee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause the property to be removed and the premises to be so restored at the expense of the licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

5. That the licensee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the licensee, including the licensee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the said officer upon bills rendered monthly.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of the facilities constructed by the licensee on the said premises.

7. That this license may be terminated by the licensee at

any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice in writing.

8. That it is to be understood that this license is effective only insofar as the rights of the United States in the property involved are concerned, and that the licensee shall obtain such permission as may be necessary on account of any other existing rights.

9. That the granting of this license shall not preclude, prohibit or impede any future work of the United States or its agent on this property in accordance with present or future drainage policies and/or present or future modifications to the flood control project.

10. That the United States reserves the right, power and privilege to submerge, inundate, and overflow occasionally, intermittently, or constantly all or any portion of the easement area herein granted as may be necessary in the operation and maintenance of the Buffalo Bayou Flood Control Project or other Government purposes. The grantee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

11. That this license is subject to all existing easements, and easements to be subsequently granted, for utilities, roadways, and other purposes, located to be or located on the premises; provided, that any proposed additional easement over the subject area will be coordinated with the holder of this easement. Additional easements will not be granted, which will, in the opinion of the District Engineer, interfere with the rights conveyed in this easement.

12. That the licensee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

13. That within the limits of their respective legal powers, the parties to this easement shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state, interstate or local governmental water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate, or local

AS PER ORIGINAL

governmental authority are heraby made a condition of this license.

14. That the use of pesticides on the area covered under this easement shall be in accordance with all appropriate Federal, State or local laws, rules and regulations.

15. That the grantee shall not remove or disturb, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Galveston District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

16. That grantee will contact the Addicks Project Office, telephone number (713) 497-0740, prior to entry on site and will maintain a close liaison with the Park Manager throughout construction activities.

17. That the officer to whom reference is made in the above conditions is defined as the District Engineer, U. S. Army Engineer District, Galveston, Texas, or his authorized representative.

This license is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 19____, by authority of the Secretary of the Army.

_____
HUBERT BERRY
Acting Chief
Real Estate Division
U. S. Army Engineer District
Galveston

This license and all the terms and conditions thereof, is hereby accepted this 15 day of December 1986.

COUNTY OF FORT BEND, TEXAS

BY Judi E. Stravenka

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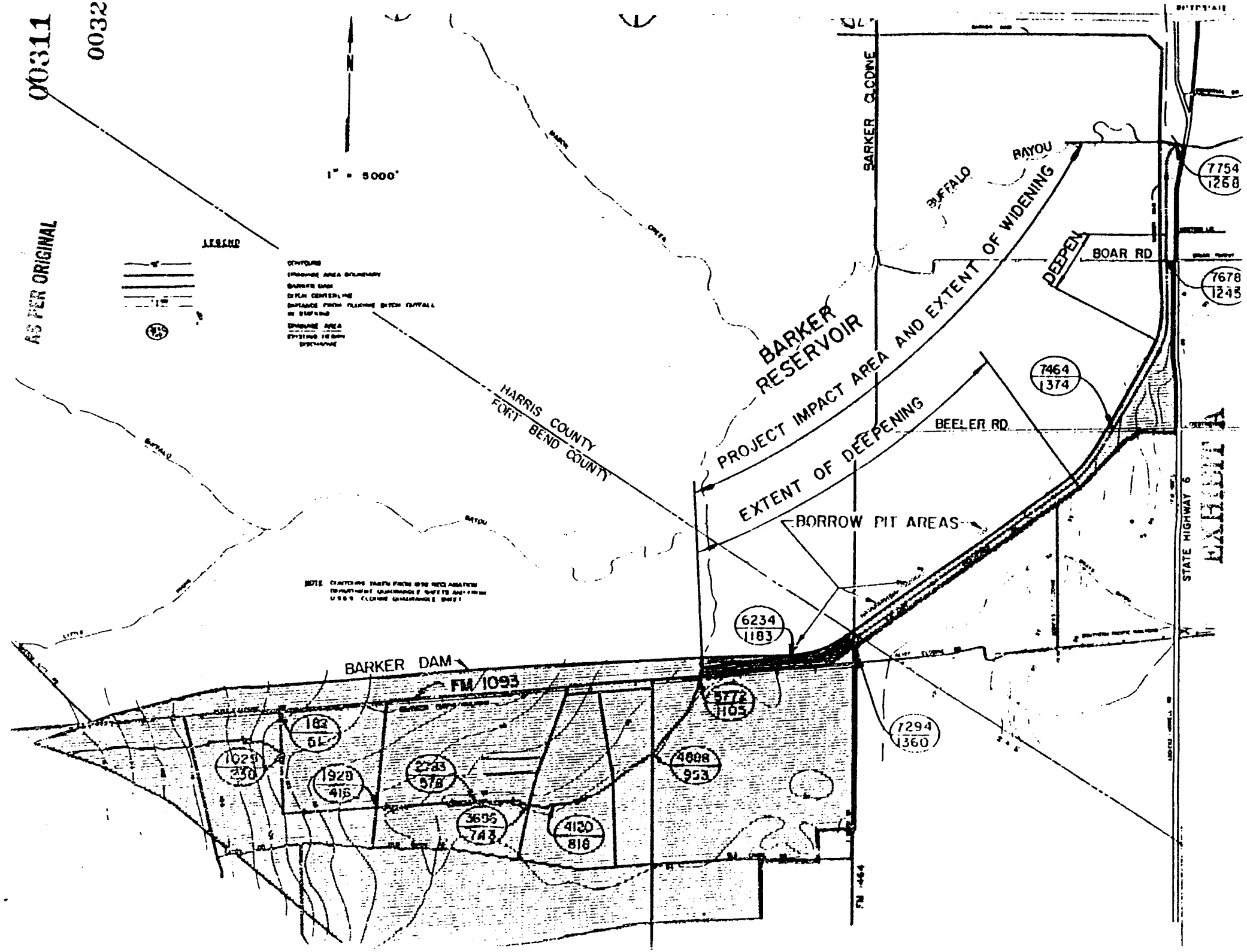
AS PER ORIGINAL



AS PER ORIGINAL

VMK

METES AND BOUNDS DESCRIPTION OF A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451 AND THE JOHN BROCK SURVEY, ABSTRACT 110 WITHIN BARKER RESERVOIR FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 20.462 ACRES LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451, AND THE JOHN BROCK SURVEY, ABSTRACT 110, FORT BEND COUNTY, TEXAS, SAID 20.462 ACRES BEING A TEMPORARY CONSTRUCTION EASEMENT (WIDTH VARIES) WITHIN BARKER RESERVOIR AS CONVEYED TO THE UNITED STATES OF AMERICA, RECORDED IN VOLUME 2361, PAGE 466 OF THE HARRIS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 5/8 INCH IRON ROD (X = 3,051,272.76, Y=697,521.73) IN THE PHYSICAL CENTERLINE OF BARKER DAM ON THE HARRIS AND FORT BEND COUNTY LINE, CORPS OF ENGINEERS STATION 275 + 04;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 454.28 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT IN A BARBED WIRE FENCE AT THE SOUTH LINE OF SAID BARKER RESERVOIR;

THENCE, DEPARTING SAID HARRIS AND FORT BEND COUNTY LINE, SOUTH 51 DEGREES 47 MINUTES 00 SECONDS WEST, 130.58 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 53 DEGREES 00 MINUTES 51 SECONDS WEST, 510.59 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 50 DEGREES 51 MINUTES 21 SECONDS WEST, 500.78 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 53 DEGREES 24 MINUTES 53 SECONDS WEST, 429.39 FEET ALONG SAID BARBED WIRE FENCE TO THE END OF SAID FENCE;

THENCE, SOUTH 01 DEGREE 49 MINUTES 00 SECONDS EAST, 90.51 FEET TO A POINT;

THENCE, SOUTH 83 DEGREES 38 MINUTES 43 SECONDS WEST, 665.67 FEET TO A POINT IN A BARBED WIRE FENCE;

THENCE, SOUTH 82 DEGREES 44 MINUTES 52 SECONDS WEST, 587.11 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 83 DEGREES 12 MINUTES 31 SECONDS WEST, 1000.05 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

EXHIBIT B

PRODUCED AT GOVERNMENT EXPENSE

THENCE, SOUTH 82 DEGREES 45 MINUTES 01 SECOND WEST, 1000.00 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 83 DEGREES 02 MINUTES 12 SECONDS WEST, 1000.02 FEET ALONG SAID BARBED WIRE FENCE TO A POINT;

THENCE, SOUTH 82 DEGREES 59 MINUTES 29 SECONDS WEST, 1093.33 FEET TO A SOUTHERLY CORNER OF SAID BARKER RESERVOIR;

THENCE, NORTH 06 DEGREES 57 MINUTES 00 SECONDS WEST, 40.00 FEET ALONG AN INTERIOR LINE OF SAID BARKER RESERVOIR TO A POINT;

THENCE, SOUTH 83 DEGREES 03 MINUTES 00 SECONDS WEST, 410.09 FEET ALONG A SOUTHERLY LINE OF SAID BARKER RESERVOIR TO A POINT;

THENCE, DEPARTING A SOUTHERLY LINE OF SAID BARKER RESERVOIR, NORTH 06 DEGREES 58 MINUTES 17 SECONDS WEST, 39.19 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 98.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 60.00 FEET AND A CHORD BEARING NORTH 40 DEGREES 01 MINUTE 43 SECONDS EAST, 87.76 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 87 DEGREES 01 MINUTE 43 SECONDS EAST, 490.96 FEET TO A POINT;

THENCE, NORTH 82 DEGREES 57 MINUTES 30 SECONDS EAST, 3913.55 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 2191.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 42 MINUTES 23 SECONDS, A RADIUS OF 4090.00 FEET AND A CHORD BEARING NORTH 67 DEGREES 36 MINUTES 19 SECONDS EAST, 2165.81 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 508.25 FEET TO A POINT;

THENCE, SOUTH 37 DEGREES 50 MINUTES 05 SECONDS EAST, 5.00 FEET TO A POINT;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 36.38 FEET TO A POINT ON SAID HARRIS AND FORT BEND COUNTY LINE;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 114.37 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO THE "POINT OF BEGINNING" AND CONTAINING 20.462 ACRES.

JOB NO. 084-24
MAY, 1986
M&B DISC 19

2 OF 2

DESCRIPTION CHECKED AND VERIFIED:

Salvatore Pricidiacono

STATE OF TEXAS
NEIL F. RENO
4408
REGISTERED
PUBLIC SURVEYOR

Neil F. Reno

REPRODUCED AT GOVERNMENT EXPENSE

METES AND BOUNDS DESCRIPTION OF A 20-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451 AND THE JOHN BROCK SURVEY, ABSTRACT 110 WITHIN BARKER RESERVOIR FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 3.414 ACRES LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451, AND THE JOHN BROCK SURVEY, ABSTRACT 110, FORT BEND COUNTY, TEXAS, SAID 3.414 ACRES BEING A 20-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT WITHIN BARKER RESERVOIR AS CONVEYED TO THE UNITED STATE OF AMERICA RECORDED IN VOLUME 2361, PAGE 466 OF THE HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 5/8 INCH IRON ROD (X = 3,051,272.76, Y=697,521.73) IN THE PHYSICAL CENTERLINE OF BARKER DAM ON THE HARRIS AND FORT BEND COUNTY LINE, CORPS OF ENGINEERS STATION 275 + 04;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 56.15 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 21.42 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO A POINT;

THENCE, DEPARTING SAID HARRIS AND FORT BEND COUNTY LINE, SOUTH 52 DEGREES 09 MINUTES 55 SECONDS WEST, 163.73 FEET TO A POINT;

THENCE, SOUTH 37 DEGREES 50 MINUTES 05 SECONDS EAST, 60.00 FEET TO A POINT;

THENCE, SOUTH 52 DEGREES 09 MINUTES 55 SECONDS WEST, 286.95 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE, 2095.35 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 42 MINUTES 16 SECONDS, A RADIUS OF 3910.00 FEET AND A CHORD BEARING SOUTH 67 DEGREES 36 MINUTES 22 SECONDS WEST, 2070.36 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, SOUTH 82 DEGREES 57 MINUTES 30 SECONDS WEST, 3907.16 FEET TO A POINT;

THENCE, SOUTH 87 DEGREES 01 MINUTE 43 SECONDS WEST, 484.56 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT C

REPRODUCED AT GOVERNMENT EXPENSE

THENCE, 393.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 240.00 FEET AND A CHORD BEARING SOUTH 40 DEGREES 01 MINUTE 43 SECONDS WEST, 351.05 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, SOUTH 06 DEGREES 58 MINUTES 17 SECONDS EAST, 39.12 FEET TO A POINT IN A SOUTHERLY LINE OF SAID BARKER RESERVOIR;

THENCE, SOUTH 83 DEGREES 03 MINUTE 00 SECONDS WEST, 20.00 FEET ALONG A SOUTHERLY LINE OF SAID BARKER RESERVOIR;

THENCE, DEPARTING A SOUTHERLY LINE OF SAID BARKER RESERVOIR, NORTH 06 DEGREES 58 MINUTES 17 SECONDS WEST, 39.11 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 426.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 260.00 FEET AND A CHORD BEARING NORTH 40 DEGREES 01 MINUTE 43 SECONDS EAST, 380.30 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 87 DEGREES 01 MINUTE 43 SECONDS EAST, 483.85 FEET TO A POINT;

THENCE, NORTH 82 DEGREES 57 MINUTES 30 SECONDS EAST, 3906.45 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 2084.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 42 MINUTES 15 SECONDS, A RADIUS OF 3890.00 FEET AND A CHORD BEARING NORTH 67 DEGREES 36 MINUTES 23 SECONDS EAST, 2059.76 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 266.93 FEET TO A POINT;

THENCE, NORTH 37 DEGREES 50 MINUTES 05 SECONDS WEST, 60.00 FEET TO A POINT;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 176.07 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 3.414 ACRES.

STATE OF TEXAS
NEIL F. RENO
4408
REGISTERED PUBLIC SURVEYOR

Neil F. Reno

JOB NO. 084-24
M&B DISC 19
MAY, 1986

DESCRIPTION CHECKED AND VERIFIED:

ISSUED AT GOVERNMENT EXPENSE

METES AND BOUNDS DESCRIPTION
OF A 500-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451
WITHIN BARKER RESERVOIR
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 36.095 ACRES LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451, FORT BEND COUNTY, TEXAS, SAID 36.095 ACRES BEING A 500-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT WITHIN BARKER RESERVOIR AS CONVEYED TO THE UNITED STATES OF AMERICA RECORDED IN VOLUME 2361, PAGE 466 OF THE HARRIS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND CORPS OF ENGINEERS MONUMENT NO. BR46-6 (X=3,060,276.615, Y=703,969.837), FROM WHICH AN EASTERLY LINE OF SAID BARKER RESERVOIR BEARS SOUTH 52 DEGREES 13 MINUTES 00 SECONDS WEST;

THENCE, NORTH 37 DEGREES 47 MINUTES 00 SECONDS WEST, 419.31 FEET TO THE CENTERLINE OF BARKER DAM;

THENCE, SOUTH 52 DEGREES 12 MINUTES 39 SECONDS WEST, 11,066.87 FEET ALONG THE CENTERLINE OF SAID BARKER DAM TO A POINT ON THE HARRIS AND FORT BEND COUNTY LINE, FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 2.32 FEET;

THENCE, DEPARTING THE CENTERLINE OF SAID BARKER DAM, NORTH 58 DEGREES 47 MINUTES 12 SECONDS WEST, ALONG SAID HARRIS AND FORT BEND COUNTY LINE, 53.55 FEET TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID HARRIS AND FORT BEND COUNTY LINE, SOUTH 52 DEGREES 12 MINUTES 39 SECONDS WEST, 381.58 FEET, PARALLEL WITH AND 50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 2015.15 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT CONCENTRIC WITH AND 50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM, HAVING A CENTRAL ANGLE OF 30 DEGREES 37 MINUTES 38 SECONDS, A RADIUS OF 3769.84 FEET AND A CHORD BEARING SOUTH 67 DEGREES 31 MINUTES 28 SECONDS WEST, 1991.25 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, SOUTH 82 DEGREES 50 MINUTES 17 SECONDS WEST, 977.45 FEET, PARALLEL WITH AND 50 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM TO A POINT;

THENCE, DEPARTING SAID PARALLEL LINE, NORTH 07 DEGREES 09 MINUTES 43 SECONDS WEST, 500.00 FEET TO A POINT;

EXHIBIT D

REPRODUCED AT GOVERNMENT EXPENSE

VMK

THENCE, NORTH 82 DEGREES 50 MINUTES 17 SECONDS EAST, 977.45 FEET, PARALLEL WITH AND 550 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 1747.88 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT AND CONCENTRIC WITH 550 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM, HAVING A CENTRAL ANGLE OF 30 DEGREES 37 MINUTES 38 SECONDS, A RADIUS OF 3269.84 FEET AND A CHORD BEARING NORTH 67 DEGREES 31 MINUTES 28 SECONDS EAST, 1727.14 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 52 DEGREES 12 MINUTES 39 SECONDS EAST, 189.67 FEET, PARALLEL WITH AND 550 FEET NORTHWESTERLY OF THE CENTERLINE OF SAID BARKER DAM TO A POINT ON SAID HARRIS AND FORT BEND COUNTY LINE;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 535.56 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO THE "POINT OF BEGINNING" AND CONTAINING 36.095 ACRES.

STATE OF TEXAS
NEIL F. RENO
4408
REGISTERED PUBLIC SURVEYOR

Neil F. Reno

REPRODUCED AT GOVERNMENT EXPENSE

JOB NO. 084-24
MAY, 1986
M&B 19

DESCRIPTION CHECKED AND VERIFIED:

Salvatore J. Lo Cicero

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT-OF-WAY
FOR
DITCH IMPROVEMENTS
ON
BUFFALO BAYOU & TRIBUTARIES PROJECT
BARKER DAM, TEXAS

EASEMENT NO. DACW64-2-87-3

The SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10 United States Code, Section 2668, hereby grants to FORT BEND COUNTY, TEXAS, a body politic, for use by the FORT BEND COUNTY DRAINAGE DISTRICT hereinafter designated as the grantee, for a period not exceeding fifty (50) years from the date hereof, an easement for a right-of-way to widen and deepen Clodine Ditch and provide for the continued maintenance thereof in accordance with plans submitted to and approved by the Galveston District, hereinafter referred to as "said improvements", over, across, and upon land of the United States at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and described as follows:

A tract of land containing 30.556 acres located in the Day Land and Cattle Company Survey, Abstract 451, and the John Brock Survey, Abstract 110, Fort Bend County, within Barker Reservoir as conveyed to the United States of America recorded in Volume 2361, Page 466 of the Harris County Deed Records and being more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. That the construction and/or operation and maintenance of said improvements shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

2. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.

3. That the right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed the area described in Exhibit "B" attached hereto and made a part hereof.

4. That the grantee shall supervise the said improvements and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the modifications of said improvements and the making of any repairs thereto, the premises shall be restored immediately by the grantee at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer. The grantee shall have the right of ingress and egress for such purposes.

5. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

6. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

7. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), or for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the grantee shall hold the United States harmless from any and all such claims.

8. That the United States shall not be responsible for

damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said improvements.

9. That this easement may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that the right-of-way hereby granted interferes with the use of the said land or any part thereof by the United States, or it may be forfeited and annulled by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

10. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

11. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

12. That the granting of this easement shall not preclude, prohibit or impede any future work of the United States or its agent on this property in accordance with present or future drainage policies and/or present or future modifications to the flood control project.

13. That the United States reserves the right, power and privilege to submerge, inundate, and overflow occasionally, intermittently, or constantly all or any portion of the easement area herein granted as may be necessary in the operation and maintenance of the Buffalo Bayou Flood Control Project or other Government purposes. The grantee shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

14. That this easement is subject to all existing easements, and easements to be subsequently granted, for utilities, roadways, and other purposes, located to be or located on the premises; provided, that any proposed additional easement over the subject area will be coordinated with the holder of this easement. Additional easements will not be granted, which will, in the opinion of the District Engineer, interfere with the rights conveyed in this easement.

15. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located.

16. That within the limits of their respective legal powers, the parties to this easement shall protect the project against pollution of its water. The grantee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state, interstate or local governmental water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, state, interstate, or local governmental authority are hereby made a condition of this easement.

17. That the use of pesticides on the area covered under this easement shall be in accordance with all appropriate Federal, State or local laws, rules and regulations.

18. That the grantee shall not remove or disturb, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Galveston District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

19. That grantee will contact the Addicks Project Office, telephone number (713) 497-0740, prior to entry on site and will maintain a close liaison with the Park Manager throughout construction activities.

20. That failure upon the part of the United States to enforce any provision of this easement shall not act as a waiver of compliance or estoppel against the United States.

21. That the officer to whom reference is made in the above conditions is defined as the District Engineer, U. S. Army Engineer District, Galveston, Texas, or his authorized representative.

AS PER ORIGINAL

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this _____ day of _____ 19____ by authority of the Secretary of the Army.

_____
HUBERT BERRY
Acting Chief
Real Estate Division
U. S. Army Engineer District
Galveston

This easement and all the terms and conditions thereof, is hereby accepted this 15 day of December 1986.

COUNTY OF FORT BEND, TEXAS

BY Joe E. Stavinoha

DUPLICATE ORIGINAL

AS PER ORIGINAL

THE STATE OF TEXAS I
COUNTY OF GALVESTON I

BEFORE ME, the undersigned Notary Public, on this day personally appeared HUBERT BERRY, known to me to be the person and officer whose name is subscribed to the foregoing instrument Easement No. DACW64-2-87-3, and acknowledged to me that the same was the act of the United States of America, and that he executed the same as the act of the United States for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 1986.

_____
Notary Public in and for the
State of Texas

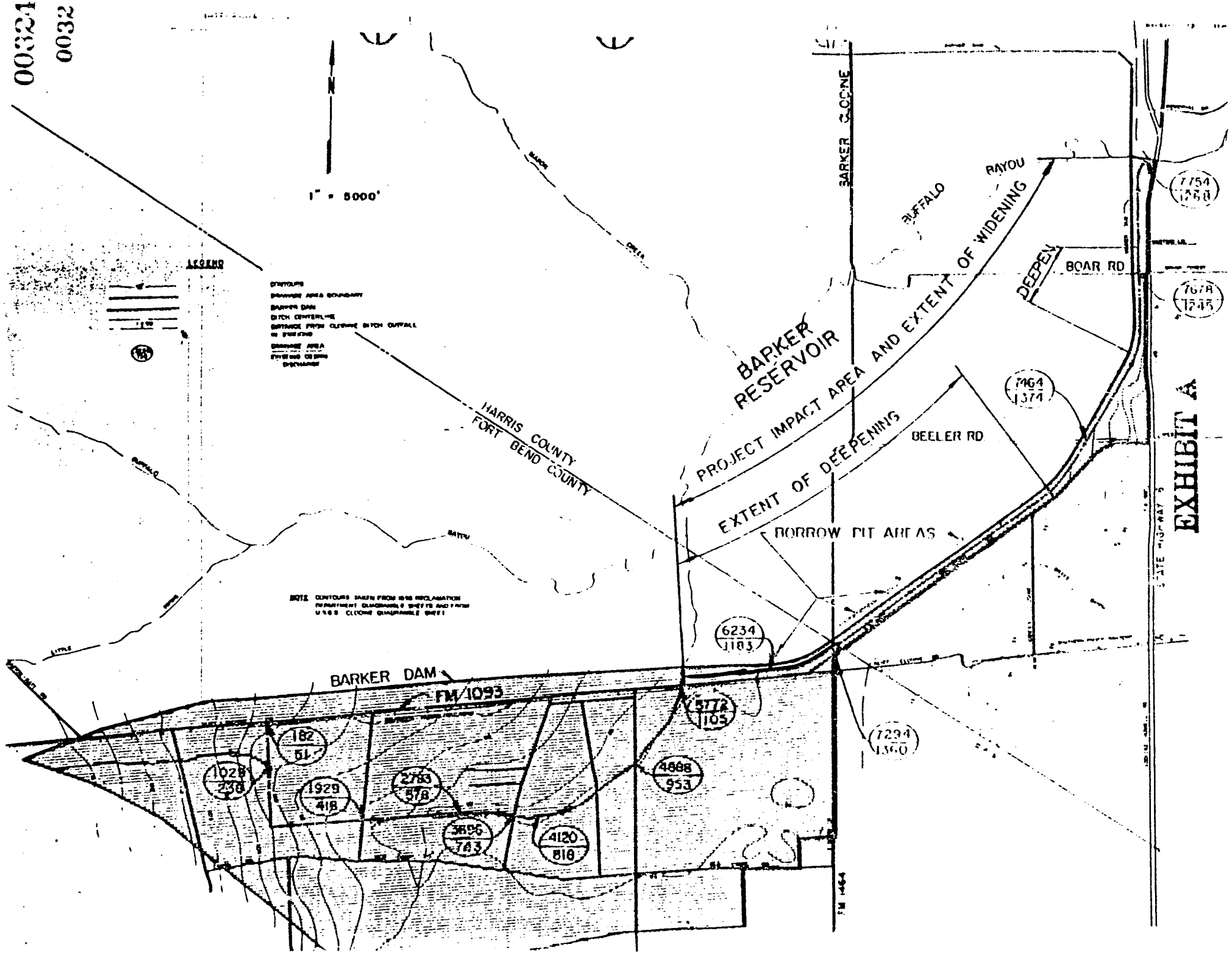

N
1" = 5000'
LEGEND
BARKER CLOCHE
BUFFALO
BAYOU
BARKER RESERVOIR
PROJECT IMPACT AREA AND EXTENT OF WIDENING
EXTENT OF DEEPENING
DEEPEN
BOAR RD
BEELER RD
BORROW PIT AREAS
HARRIS COUNTY
FORT BEND COUNTY
BARKER DAM
FM 1093
7754
1268
7678
1245
7464
1374
6234
1183
5772
1105
7294
1360
4888
953
4120
818
3896
743
2783
578
1929
418
1028
238
182
51
FM 1464

EXHIBIT A

VMK

METES AND BOUNDS DESCRIPTION
CLODINE DITCH EASEMENT LOCATED IN
THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451
AND THE JOHN BROCK SURVEY, ABSTRACT 110
WITHIN BARKER RESERVOIR
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 30.556 ACRES LOCATED IN THE DAY LAND AND CATTLE COMPANY SURVEY, ABSTRACT 451, AND THE JOHN BROCK SURVEY, ABSTRACT 110, FORT BEND COUNTY, TEXAS, SAID 30.556 ACRES BEING THE CLODINE DITCH EASEMENT (WIDTH VARIES) WITHIN BARKER RESERVOIR AS CONVEYED TO THE UNITED STATES OF AMERICA RECORDED IN VOLUME 2361, PAGE 466 OF THE HARRIS COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 5/8 INCH IRON ROD (X=3,051,272.76, Y=697,521.73) IN THE PHYSICAL CENTERLINE OF BARKER DAM ON THE HARRIS AND FORT BEND COUNTY LINE, CORPS OF ENGINEERS STATION 275+04;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 77.57 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 58 DEGREES 47 MINUTES 12 SECONDS EAST, 262.35 FEET ALONG SAID HARRIS AND FORT BEND COUNTY LINE TO A POINT;

THENCE, DEPARTING SAID HARRIS AND FORT BEND COUNTY LINE, SOUTH 52 DEGREES 09 MINUTES 55 SECONDS WEST, 36.38 FEET TO A POINT;

THENCE, NORTH 37 DEGREES 50 MINUTES 05 SECONDS WEST, 5.00 FEET TO A POINT;

THENCE, SOUTH 52 DEGREES 09 MINUTES 55 SECONDS WEST, 508.25 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 2191.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 42 MINUTES 23 SECONDS, A RADIUS OF 4090.00 FEET AND A CHORD BEARING SOUTH 67 DEGREES 36 MINUTES 19 SECONDS WEST, 2165.81 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, SOUTH 82 DEGREES 57 MINUTES 30 SECONDS WEST, 3913.55 FEET TO A POINT;

THENCE, SOUTH 87 DEGREES 01 MINUTE 43 SECONDS WEST, 490.96 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

EXHIBIT B

GOVERNMENT EXPENSE

THENCE, 98.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 60.00 FEET AND A CHORD BEARING SOUTH 40 DEGREES 01 MINUTE 43 SECONDS WEST, 87.76 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, SOUTH 06 DEGREES 58 MINUTES 17 SECONDS EAST, 39.19 FEET TO A POINT IN A SOUTH LINE OF SAID BARKER RESERVOIR;

THENCE, SOUTH 83 DEGREES 03 MINUTE 00 SECONDS WEST, 180.00 FEET ALONG A SOUTH LINE OF SAID BARKER RESERVOIR TO A POINT;

THENCE, DEPARTING A SOUTH LINE OF SAID BARKER RESERVOIR, NORTH 06 DEGREES 58 MINUTES 17 SECONDS WEST, 39.12 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, 393.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 00 MINUTES 00 SECONDS, A RADIUS OF 240.00 FEET AND A CHORD BEARING NORTH 40 DEGREES 01 MINUTE 43 SECONDS EAST, 351.05 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 87 DEGREES 01 MINUTE 43 SECONDS EAST, 484.56 FEET TO A POINT;

THENCE, NORTH 82 DEGREES 57 MINUTES 30 SECONDS EAST, 3907.15 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE, 2095.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 42 MINUTES 16 SECONDS, A RADIUS OF 3910.00 FEET AND A CHORD BEARING NORTH 67 DEGREES 36 MINUTES 22 SECONDS EAST, 2070.36 FEET TO A POINT MARKING THE END OF SAID CURVE;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 286.95 FEET TO A POINT;

THENCE, NORTH 37 DEGREES 50 MINUTES 05 SECONDS WEST, 60.00 FEET TO A POINT;

THENCE, NORTH 52 DEGREES 09 MINUTES 55 SECONDS EAST, 163.73 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 30.556 ACRES.

STATE OF TEXAS
NEIL F. RENO
4408
REGISTERED PUBLIC SURVEYOR

Neil F. Reno

JOB NO. 084-24
MAY, 1986
M&B 19

DESCRIPTION CHECKED AND VERIFIED:

PRODUCED AT GOVERNMENT EXPENSE

19. CONSIDER APPLICATION FROM PLANTATION MUNICIPAL UTILITY DISTRICT TO LAY A WATER LINE CROSSING RABBS BAYOU IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Plantation Municipal Utility District to lay a water line crossing Rabbs Bayou in Precinct 1. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM ENTEX INC. TO LAY GAS LINE CROSSING J. MEYER ROAD IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Entex Inc. to lay gas line crossing J. Meyer Road in Precinct 1. (Recorded in minutes in full)

21. CONSIDER ACCEPTING BIDS ON THE FOLLOWING: (1) MOWING OF COUNTY RIGHT-OF-WAY (#86-119); (2) JANITORIAL SERVICE FOR COURTHOUSE COMPLEX (#86-121); (3) BREAD FOR COUNTY JAIL/JUVENILE DETENTION (#86-123); (4) ONE OR MORE 3/4 TON PICKUP TRUCKS (#86-127):

Accept bids on mowing of county right-of-way:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to postpone until December 22, 1986.

Accept bids for janitorial service for courthouse complex:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to postpone until a later date for further study.

Accept bid for bread for county jail/juvenile detention:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, the Commissioners' Court finds that the best bid be awarded to SCHOTT'S BAKERY for bread for county jail/juvenile detention. (Recorded in minutes in full)

Accept bid for one or more 3/4 ton pickup trucks:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to reject all bids and readvertise for 3/4 ton pickup trucks.

22. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND THE CITIES OF NEEDVILLE & KENDLETON, PRECINCT 2:

Consider approval of interlocal agreements between Fort Bend County and the City of Needville:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried ,it is ordered to approve interlocal agreements between Fort Bend County and the City of Needville for MAINTENANCE & REPAIR HEALTH REGULATION, ANIMAL CONTROL and HOUSING OF PRISONERS. (Recorded in minutes in full)

Consider approval of interlocal agreements between Fort Bend County and the City of Kendleton, Precinct 2:

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

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th. day of December, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Plantation MUD dated December 11, 1986, permit no. 80784 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 17th. day of May, 19 82, recorded in Volume 32 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 Kruse
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 32 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.

Returned copy 12/17/86

Appl. # 80784

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, Texas.

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

December 11, 1986
Date

x (1) Complete Application Form

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

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NO BOND REQUIRED.

00330

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80784

Formal notice is hereby given that PLANTATION MUD, 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
RABBS BAYOU	200' NORTH OF TARA PK & TARA PLANTATION DR.	180 LF	HUNG			

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 3" STEEL WATERLINE CROSSING RABBS BAYOU TO SERVE DISTRICTS WTP. PROPOSED TO BE HUNG PER ATTACHED DETAIL.

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 appurten 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.

CONTRACTOR WILL BE
LITICON, INC.

COMPANY NAME: JONES & CARTER
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Bobby Jones
(Signature)

NAME & TITLE BOBBY JONES
(Please Print)
DISTRICT ENGINEER

DATE: DECEMBER 11, 1986
ADDRESS 6335 GULFTON, ~~HOUSTON 77081~~
(Street/P.O. Box)

HOUSTON TX 77081
City State Zip

TELEPHONE NO: 777.5337

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th. day of December, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entex, Inc. dated December 1, 1986, permit no. 80783 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 17th. day of May, 19 82, recorded in Volume 32 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 Kucik
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 32 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 copy 12/17/86

Appl. # 80783

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

December 9, 1986
Date

x (1) Complete Application Form

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

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

00333

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80783

Formal notice is hereby given that Entex, Inc. or Gas Distribution Line, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line or Gas Distribution 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 or Gas Distribution 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
J. Meyer Rd. (85')	470' from east property line of St. Hwy. 36	70'	X			

Cable, Conduit and/or Pole Line or Gas Distribution 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

A ½" gas distribution line with 36" cover to be operated at 20# psi.

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.) Entex drawing - UA-86186

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.

Service Order Permit
To Serve: A.R. Bryson - 1835 J. Meyer Rd.

COMPANY NAME: Entex, Inc. - Tx. Coast Division
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Arlen Willimas - Dist. Manager
(Please Print)

DATE: December 1, 1986
ADDRESS 501 Morton St. - P. O. Box 319
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip

TELEPHONE NO: 342-6665

MOWING OF COUNTY RIGHT-OF-WAY BID #86-119

COMPANY	HOURLY RATE	TRACTOR MAKE/MODEL	SHREDDER SIZE	REMARKS
MORTON BROS., INC.	$16.00	FORD 7600	WOODS DITCH BANK 5 FT.	PROOF OF INSURANCE SUBMITTED.
	$16.00	FORD 5610	WOODS DITCH BANK 5 FT.	15 FT. SHREDDERS & SLOPE MOWERS WILL
	$16.00	FORD 4610	WOODS 6 FT.	BE USED ONLY IF REQUESTED BY THE
	$16.00	FORD 4610	WOODS 5 FT.	COMMISSIONER WHERE WORK IS TO BE
	$25.00	FORD 3910	WOODS 15 FT.	PERFORMED.
	$25.00	FORD 3910	WOODS 15 FT.	
	$16.00	FORD 3000	SERVIS 5 FT.	
	$16.00	FORD 601	SERVIS 5 FT.	
	$16.00	FORD 3400	MODERN 6 FT.	
	$16.00	MASSEY FURGESON 285	MODERN 6 FT.	
	$16.00	MASSEY FURGESON 255	BUSH HOG 6 FT.	
	$16.00	MASSEY FURGESON 255	BUSH HOG 5 FT.	
	$16.00	MASSEY FURGESON 245	BUSH HOG 5 FT.	
	$16.00	MASSEY FURGESON 245	SIDEWINDER 6 FT.	
	$25.00		TERRAINE KING SLOPE MOWER	
ZOMALT ENTERPRISES	$16.00	JOHN DEERE 300	6 FT. SHREDDER	COMMISSIONERS SHOULD HAVE A COPY OF
	$16.00	FORD DIESEL 3600	6 FT. SHREDDER	INSURANCE ON ALL EQUIPMENT, IF NOT
	$16.00	FORD DIESEL 3000	5 FT. SHREDDER	ZOMALT ENTERPRISES WILL PROVIDE COPIES.
	$16.00	FORD DIESEL 335	6 FT. SHREDDER	
	$16.00	FORD 4000	7 FT. SHREDDER	OTHER TRACTORS AVAILABLE IF NEEDED.
ASSOCIATED MOWING SERVICE	$16.00	FORD 3000	5 FT.	NO PROOF OF INSURANCE SUBMITTED.
	$16.00	FORD 3600	5 FT.	
	$16.00	FORD 3600	6 FT.	
	$20.00	FORD 5600	15 FT.	
	$20.00	FORD 5600	15 FT.	

00335 0032

JANITORIAL SERVICE COURTHOUSE COMPLEX
BID #86-121

COMPANY	MONTHLY RATE COURTHOUSE COMPLEX	COUNTY CLERK	YELLOW HOUSE	OLD JAIL	COUNTY BLDG LEGION DRIVE	HEALTH DEPARTMENT	EXTENSION AGENT	TOTAL	INSURANCE SUBMITTED
✓ ACTIVE BLDG MAINT.	$2,893.30	$465.00	$180.00	$310.00	$425.00	$280.00	$375.00	$4,928.30	YES
TOWN & COUNTRY	$3,276.00	$175.00	$390.00	$270.00	$390.00	$260.00	$380.00	$5,141.00	YES
SOUTHWESTERN BLDG.	$3,295.00	$515.00	$110.00	$237.00	$415.00	$300.00	$500.00	$5,372.00	YES
FIRST AMERICAN	$3,900.00	$435.00	$260.00	$295.00	$465.00	$260.00	$335.00	$5,950.00	YES
EUGENIE ASHE	$5,000.00	$1,000.00	$300.00	$500.00	$900.00	$400.00	$650.00	$8,750.00	NO
OYSTER CREEK	$5,366.68	$750.59	$444.00	$1,757.44	$1,821.00	$400.00	$400.00	$10,939.71	NO
KAMINSKI JANITORIAL	N/B	$474.49	$99.00	N/B	$385.00	N/B	N/B	----------	YES
LUPE MAID SERVICE (BID NOT CERTIFIED)	$3,875.00	$1,225.00	$485.00	$865.00	$1,395.00	$375.00	$495.00	$8,715.00	NO
TECHNI-CLEAN	$5,500.00	$1,340.00	$680.00	$850.00	$1,200.00	$740.00	$900.00	$11,210.00	NO

21|3

BREAD FOR COUNTY JAIL/JUVENILE DETENTION BID #86-123

COMPANY	ITEM #1 BREAD	ITEM #2 HOT DOG BUNS	ITEM #3 HAMBURGER BUNS	ITEM #4 POOR BOY BUNS
SCHOTT'S BAKERY	SUNLITE 1½# $.63	FLOWERS 12 PK. $.93	SUNBEAM 6 PK. $.54	FLOWERS 6 PK. $.63
RAINBO BAKING CO.	RAINBO 1.5# - 23+2 $.70	RAINBO 12 PK. - 6" $.85	RAINBO 6 PK. - 4½" $.58	RAINBO 6 PK. - 8" $.72

00336

0032

PURCHASE OF ONE (1) OR MORE 3/4 TON PICKUP TRUCK BID #86-127

COMPANY	BID PRICE	DELIVERY	MAKE/MODEL	REMARKS
HELFMAN FORD	$11,642.00	2 DAYS	1986 FORD F-250	ADD $100.00 FOR CHROME STEP BUMPER.
LAWRENCE MARSHALL CHEV-OLDS	$12,462.56	10 DAYS	87 HD CHASSIS 3/4 TON CHEVY	NONE
CHUCK MILLER FORD	$10,690.00	30 DAYS	FORD F-250 1986	DOES NOT MEET SPECS: SPECS CALLED FOR 350 CID ENGINE, BID SUBMITTED WAS WITH 302 CID ENGINE; SPECS CALLED FOR AUTO TRANSMISSION, BID SUBMITTED WAS WITH 4 SPEED MANUAL; AND DELIVEHY WITHIN 10 DAYS IS REQUIRED.
DUB MILLER FORD	$12,051.07	10 DAYS	1986	DOES NOT MEET SPECS: SPECS CALLED FOR AM/FM OR AM/FM STEREO, BID SUBMITTED DID NOT INCLUDE THIS ITEM; SPECS CALLED FOR CHROME STEP BUMPER, BID IS FOR PAINTED BUMPER.
KINSEL FORD	$11,436.97	45 DAYS	1987	DOES NOT MEET SPECS: SPECS CALLED FOR 10 DAY DELIVERY.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

XX b. The enforcement of health regulations;

XX c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

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

SIGNED this 10th day of DECEMBER, 1986.

THE CITY OF NEEDVILLE

By: John A. Sterns DVM
MAYOR

ATTEST:

Michael Pastika
CITY SECRETARY

SIGNED this 15 day of December, 1986.

COUNTY OF FORT BEND

By: John E. Stavinoha
COUNTY JUDGE

ATTEST:

Jeanne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.

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

SIGNED this 30th day of December, 1986.

City of Needville, Texas

John A. Stern D.V.M.
Mayor

ATTEST:

Michael Postika
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Judit E. Stavinoha
County Judge

ATTEST:

Jeanne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT
OF HEALTH REGULATIONS

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

RECITALS

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

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

"5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

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

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

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

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

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

(1) Needville and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of Needville with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.

(2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to Needville. Needville agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to Needville City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.

(3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 198 6 . 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 30th day of December, 1986.

CITY OF NEEDVILLE, TEXAS

By: John A. Sterndum
Mayor

ATTEST:

Michael Pastko
City Secretary

SIGNED this 6 day of January, 1986.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

00346
0032
AS PER ORIGINAL
75878
DEED
904 756

ORDINANCE NO. XXXI-A-81

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDVILLE, TEXAS AMENDING SECTION 14 OF ORDINANCE NO.XXIV-.45 OR THE CODE OF ORDINANCES OF THE CITY OF NEEDVILLE, TEXAS.

WHEREAS, due to said section being inadequate and not accomplishing what was intended, same should be revised;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEEDVILLE, TEXAS, AS FOLLOWS:

Section 1.

That Section 14, Ordinance No. XXIV-.45, inclusive, of the Code of Ordinances of the City of Needville, Texas, shall be and is hereby repealed effective immediately upon the final passage of this Ordinance No. XXXI - A - 81;

Section 2.

That Section 14, Ordinance No. XXIV-.45 of the Code of Ordinances of the City of Needville, Texas, upon final passage of Ordinance No. XXXI-A shall be as follows:

SECTION 14. HEALTH CERTIFICATE FOR FOOD HANDLERS

Sec. 14-a

The definitions; the inspection of food service establishments; the issuance, suspension and revocation of permits to operate food service establishments; the prohibiting of the sale of unsound of mislabeled food or drink; and the enforcement of this ordinance shall be regulated in accordance with the Tesas Department of Health, Division of Food and Drugs "Rules on Food Service Sanitation 301.73.11.001-.011", three certified copies of which shall be on file in the office of the city secretary: Provided, that the words "municipality of Needville" is said ordinance shall be understood to refer to the City of Needville, Fort Bend County, Texas, and the words "regulatory authority" shall be understood to refer to the City of Needville, Texas, health officer, or authorized representative or other person or persons designated from time to time as having jurisdiction over the food service establishment.

Sec. 14-b

Violations of the Rules on Food Service Sanitation are subject to the penalties and remendies listed in the Compliance Procedures attached hereto as Attachment A and incorporated herein by reference for all purposes.

(a) All fruit stands must be enclosed with screen wire or suitable material and with rodent control.

(b) All unsalable or spoiled merchandies must be disposed of at the end of each day. Spoiled merchandise will be kept in a closed container as it collects during the day. All merchandies that requires refrigeration must be refrigerated.

(c) - An inspection will be made every thirty (30) days by the sanitation department and results posted on the wall.

(d) A health card must be secured for all employees and a fruit stand permit must be secured and the premises must be inspected before business begins. The annual fruit stand permit will be twenty-five dollars ($25.00).

A "fruit stand" is defined as any building, structure, or vehicle used for the purpose of selling or storing of fruits, vegetables or other products of the soil, except for general grocery stores enclosed in a building of permanent construction.

PASSED on first reading on September 9, 1981.
PASSED on second reading on _____.

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

PASSED on this the 9 day of September, 1981.

ATTEST:

August Teyki
AUGUST TEYKI, City Secretary

CITY OF NEEDVILLE, TEXAS

Rudolph Pawelek
RODOLPH PAWELECK, Mayor

AS PER ORIGINAL DEED 0032
VOL 994 PAGE 758

COMPLIANCE PROCEDURES

(a) Permits, Licenses, or Certificates

(1) General. No person shall operate a food service establishment who does not have a valid permit, license, or certificate issue to him by the regulatory authority. Only a person who complies with the requirements of these rules shall be entitled to recei or retain such a permit, license, or certificate. Permits, lic ses, or certificates are not transferrable. A valid permit, li cense, or certificate shall be posted in every food service est lishment.

(2) Issuance of Permit, License, or Certificate.

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

(B) Prior to approval of an application for a permit, license, or certificate the regulatory authority shall inspect the proposed food service establishment to determine compliance with the requirements of these rules.

(C) The regulatory authority shall issue a permit, license, or certificate to the applicant if its inspection reveals that the proposed food service establishment complies with the requirements of these rules.

(3) Suspension of Permit, License, or Certificate.

(A) The regulatory authority may, without warning, notice, or hearing suspend any permit, license, or certificate to oper ate a food service establishment if the holder of the permi license, or certificate does not comply with the requireme of these rules, or if the operation of the establishment d not comply with the requirements of these rules, or if the operation of the food service establishment otherwise cons tutes a substantial hazard to public health. Suspension i effective upon service of the notice required by Paragraph (3)(B) of Subsection (a) of this rule. When a permit, lic or certificate is suspended, food service operations shall immediately cease. Whenever a permit, license, or certific is suspended, the holder of the permit, license, or certifi cate shall be afforded an opportunity for a hearing within days of receipt of a request for a hearing.

(B) Whenever a permit, license, or certificate is suspended the holder of the permit, license, or certificate, or the person in charge shall be notified in writing that the per license, or certificate is, upon service of the notice, immediately suspended and that an opportunity for a hearin will be provided if a written request for a hearing is fil with the regulatory authority by the holder of the permit, license, or certificate within ten days. If no written request for hearing is filed within ten days, the suspensi is sustained. The regulatory authority may end the suspen sion at any time if reasons for suspension no longer exist

(4) Revocation of Permit, License, or Certificate. The regulatory authority may, after providing opportunity for a hearing, revok a permit, license, or certificate for serious or repeated viola tions of any of the requirements of these rules or for interfer- ence with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit, license, or certificate, or the person in charge, in writing of the reason for which the per license, or certificate is subject to revocation and that the permit, license, or certificate shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within such te day period. If no request for hearing is filed within the ten day period, the revocation of the permit, license, or certificat becomes final.

(5) Service of Notices. A notice provided for in these rules is properly served when it is delivered to the holder of the permit license, or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license, or certificate. A copy of the notice shall be filed in the re- cords of the regulatory authority.

(6) Hearings. The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place desig- nated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be fur- nished to the holder of the permit, license, or certificate by the regulatory authority.

(7) Application after Revocation. Whenever a revocation of a permit license, or certificate has become final, the holder of the re- voked permit, license, or certificate may make written applicati for a new permit, license, or certificate.

(1) Inspection Frequency. An inspection of a food service establishment shall be performed at least once every six months. Additional inspections of the food service establishment shall be performed as often as are necessary for the enforcement of these rules.

0032

(2) Access. Agents of the regulatory authority, after proper identification, shall be permitted to enter any food service establishment at any reasonable time, for the purpose of making ins tions to determine compliance with these rules. The agents sh be permitted to examine the records of the establishments to o information pertaining to food and supplies purchased, receive or used, or to persons employed.

(3) Report of Inspections. Whenever an inspection of a food servi establishment or commissary is made, the findings shall be rec on the inspection report form set out in Paragraph (5) of Subsection (b) of this rule. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. Inspectional remar shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the inspection report form shall be furnished to the person charge of the establishment at the conclusion of the inspectio The completed inspection report form is a public document that shall be made available for public disclosure to any person wh requests it according to law.

(4) Correction of Violations.

(A) The inspection report form shall specify a reasonable per of time for the correction of the violations found, and c rection of the violations shall be accomplished within th period specified, in accordance with the following provisi

(i) If an imminent health hazard exists, such as complet lack of refrigeration or sewage backup into the esta lishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the regulatory authority

(ii) All violations of 4- or 5-point weighted items shall corrected as soon as possible, but in any event, wit 10 days following inspection. Within 15 days after inspection, the holder of the permit, license, or ce ficate shall submit a written report to the regulato authority stating that the 4- or 5-point violations been corrected. A follow-up inspection shall be con to confirm correction.

(iii) [illegible] or 2-point [illegible] shall be [illegible] as possible, but in any event, by the time [illegible] next routine inspection.

00351

AS PER ORIGINAL

(iv) When rating score of the establishment is less th 60, the establishment shall initiate corrective a on all identified violations within 48 hours. On more reinspections will be conducted at reasonabl intervals to assure correction.

0032

(v) In the case of temporary food service establishme all violations shall be corrected within 24 hours. violations are not corrected within 24 hours, the lishment shall immediately cease food service ope until authorized to resume by the regulatory auth

(B) The inspection report shall state that failure to compl any time limits for corrections may result in cessatio food service operations. An opportunity for appeal fr inspection findings and time limitations will be provi a written request for a hearing is filed with the regul authority within ten days following cessation of operat If a request for a hearing is received, a hearing shall held within 20 days of receipt of that request.

(C) Whenever a food service establishment is required under provisions of this rule to cease operations, it shall n resume operations until such time as a reinspection det that conditions responsible for the requirement to ceas operations no longer exists. Opportunity for reinspec shall be offered within a reasonable time.

(5) Inspection Report Form.

An inspection report form based on the requirements of these rules is appended.

(c) Examination and Condemnation of Food

(1) General. Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of these rul The regulatory authority may, upon written notice to the own person in charge specifying with particularity the reasons t place a hold order on any food which it believes is in viola Subsection (a) of rule .003, or any other provision of these The regulatory authority shall tag, label, or otherwise iden any food subject to the hold order. No food subject to a ho order shall be used, served, or moved from the establishment The regulatory authority shall permit storage of the food un conditions specified in the hold order, unless storage is no possible without risk to the public health, in which case im destruction shall be ordered and accomplished. The hold ord

AS PER ORIGINAL

days and that if [illegible] requested the food [illegible] be destro
A hearing shall be held [illegible] requested, and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of these rules.

0032

(d) Review of Plans

(1) Submission of Plans. Whenever a food service establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The regulatory authorit shall approve the plans and specifications if they meet the requi ments of these rules. No food service establishment shall be con structed, extensively remodeled, or converted except in accordanc with plans and specifications approved by the regulatory authorit

(2) Pre-operational Inspection. Whenever plans and specifications ar required by Paragraph (1) of Subsection (d) of this rule to be submitted to the regulatory authority, the regulatory authority shall inspect the food service establishment prior to its beginni operation to determine compliance with the approved plans and spe cifications and with the requirements of these rules.

(e) Procedure When Infection is Suspected. When the regulatory authority has reasonable cause to suspect the possibility of disease transmissio from any food service establishment employee, it may secure morbidity history of the suspected employee or make any other investigation as m be indicated and shall take appropriate action. The regulatory author ty may require any or all of the following measures:

(1) The immediate exclusion of the employee from all food service establishments;

(2) The immediate closing of the food service establishment concerned until, in the opinion of the regulatory authority, no further danger of disease outbreak exists;

(3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;

(4) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

AS PER ORIGINAL

(1) Penalties. Any person [illegible] a provision of these rules and any person who is [illegible] permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than [illegible] hundred dollars.

(2) Injunctions. The regulatory authority may seek to enjoin violations of these rules.

(3) Repeal and Date of Effect. These rules shall be in full force and effect immediately upon the passage of this Ordinance and publication as provided by law; and, at that time, all ordinances and parts of ordinances in conflict with these rules are hereby repealed.

(4) Unconstitutionality Clause. Should any section, paragraph, sentence, clause, or phrase of these rules be declared unconstitutional or invalid for any reason, the remainder of said rules shall be affected thereby.

TEXAS DEPARTMENT OF HEALTH
Division of Food and Drugs

VOL. 334 PAGE 704

Est. I.D. (1-10)	County	Dist.	Est. No.	Census Tract (11-13)	Sanit. Code (14-16)	(17-22) Yr.	Mo.	Day	Travel Time (23-25)	Inspec. Time (26-28)

Owner Name: _____ Establishment Name: _____ 00354

Address: _____ Zip _____

PURPOSE
Regular 29-1
Follow-up 2
Complaint 3
Investigation 4
Other 5

Food Service Establishment Inspection Report

00032

Based on an inspection this day, the items circled below identify the violations in operations or facilities which must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limits for corrections specified in this notice may result in cessation of your Food Service operations.

FOOD

ITEM NO.		WT.	COL.
*01	Source; sound condition, no spoilage	5	30
02	Original container; properly labeled	1	31

FOOD PROTECTION

*03	Potentially hazardous food meets temperature requirements during storage, preparation, display, service transportation	5	32
*04	Facilities to maintain product temperature	4	33
05	Thermometers provided and conspicuous	1	34
06	Potentially hazardous food properly thawed	2	35
*07	Unwrapped and potentially hazardous food not re-served	4	36
08	Food protection during storage, preparation, display, service, transportation	2	37
09	Handling of food (ice) minimized	2	38
10	In use, food (ice) dispensing utensils properly stored	1	39

PERSONNEL

*11	Personnel with infections restricted	5	40
*12	Hands washed and clean, good hygienic practices	5	41
13	Clean clothes, hair restraints	1	42

FOOD EQUIPMENT & UTENSILS

14	Food (ice) contact surfaces: designed, constructed, maintained, installed, located	2	43
15	Non-food contact surfaces: designed, constructed, maintained, installed, located	1	44
16	Dishwashing facilities: designed, constructed, maintained, installed, located, operated	2	45
17	Accurate thermometers, chemical test kits provided, gauge cock (¼" IPS valve)	1	46
18	Pre-flushed, scraped, soaked	1	47
19	Wash, rinse water: clean, proper temperature	2	48
*20	Sanitization rinse: clean, temperature, concentration, exposure time, equipment, utensils sanitized	4	49
21	Wiping cloths: clean, use restricted	1	50
22	Food-contact surfaces of equipment and utensils clean, free of abrasives, detergents	2	51
23	Non-food contact surfaces of equipment and utensils clean	1	52
24	Storage, handling of clean equipment/utensils	1	53
25	Single-service articles, storage, dispensing	1	54
26	No re-use of single service articles	2	55

WATER

*27	Water source, safe: hot & cold under pressure	5	56

SEWAGE

*28	Sewage and waste water disposal	4	57

PLUMBING

29	Installed, maintained	1	58
*30	Cross-connection, back siphonage, backflow	5	59

TOILET & HANDWASHING FACILITIES

*31	Number, convenient, accessible, designed, installed	4	60
32	Toilet rooms enclosed, self-closing doors, fixtures, good repair, clean; hand cleanser, sanitary towels/tissues/hand-drying devices provided, proper waste receptacles	2	61

GARBAGE & REFUSE DISPOSAL

33	Containers or receptacles, covered: adequate number insect/rodent proof, frequency, clean	2	62
34	Outside storage area enclosures properly constructed, clean; controlled incineration	1	63

INSECT, RODENT, ANIMAL CONTROL

*35	Presence of insects/rodents — outer openings protected, no birds, turtles, other animals	4	64

FLOORS, WALLS & CEILINGS

36	Floors, constructed, drained, clean, good repair, covering installation, dustless cleaning methods	1	65
37	Walls, ceiling, attached equipment: constructed, good repair, clean, surfaces, dustless cleaning methods	1	66

LIGHTING

38	Lighting provided as required, fixtures shielded	1	67

VENTILATION

39	Rooms and equipment — vented as required	1	68

DRESSING ROOMS

40	Rooms clean, lockers provided, facilities clean, located	1	69

OTHER OPERATIONS

*41	Toxic items properly stored, labeled, used	5	70
42	Premises maintained free of litter, unnecessary articles, cleaning maintenance equipment properly stored. Authorized personnel	1	71
43	Complete separation from living/sleeping quarters: Laundry.	1	72
44	Clean, soiled linen properly stored	1	73

FOLLOW-UP
Yes 74-1
No 2

RATING SCORE 75-77
100 less weight of items violated → [ ][ ][ ]

ACTION
Change . 78 C
Delete . . . D

Received by: name _____
title _____

Inspected by: name _____
title _____

*Critical Items Requiring Immediate Attention. Remarks on back [80-1]

FORM NO. E-2

FILED FOR RECORD
NO. _____ TIME 5:00 A.M. P.M.

SEP 15 1981

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

STATE OF TEXAS COUNTY OF FORT BEND

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

SEP 16 1981

COUNTY COURT FORT BEND COUNTY, TEXAS

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF ANIMAL CONTROL

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

RECITALS

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

> Section 1 - Promotion of Health - to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.
>
> Section 11 - Nuisances - to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient.
>
> Section 15 - Dogs - to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to Ordinances, and to impose penalties for violations of such ordinances.

WHEREAS, the City of Needville has passed an Ordinance No. I-83 on or about July 13, 1983, a copy of which is attached hereto as Exhibit "A" and is incorporated herein for all purposes, hereinafter referred to as "Ordinance", which is designed generally to regulate the keeping of dogs and cats within the City Limits and to provide for the capturing and impounding and further handling of such animals.

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

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

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

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

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

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

(2) Fort Bend County has a General Policy & Procedure 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 Needville.

(3) The County is to be paid a fee by Needville for the services provided hereunder at a rate of Four and No/100 Dollars ($4.00) per call during normal duty hours and Six and No/100 Dollars ($6.00) per call for after hour or holiday emergency calls. Needville further agrees to pay the County Five and No/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. Needville agrees to release to the County any unclaimed animals at the end of the stipulated time for final disposition. Citizens of Needville will be charged fees upon claiming their animals for impoundment and rabies vaccinations fees, as provided in the Policy and Procedure Regulations of Fort Bend County Animal Control Department, by money order to the County, and board and license fees payable to the City. Any excess board on animals already released by the City to the County will be paid to the County.

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

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

personnel are within the corporate limits of Needville.

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

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

(8) This agreement is on a year to year basis and automatically terminates on the 31st day of December, 19 86, and the same must be renewed annually, in writing, by the agreement of all parties.

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

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

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 23, 19 87.

STARTING WITH
FILM CODE NO. vol. 32 pg. 0159

ENDING WITH
FILM CODE NO. vol.32 pg.0358

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arinette
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 23 DAY OF JANUARY, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 0359.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arinette
DEPUTY

AS PER ORIGINAL

been duly authorized by their respective governing bodies.

EXECUTED this the 6 day of January, 1986.

COUNTY OF FORT BEND, TEXAS

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

ATTEST:

Leanne N. Ben
County Clerk

EXECUTED this the 30th day of December, 1986.

CITY OF NEEDVILLE, TEXAS

By: Joshua Anderson
Mayor

ATTEST:

[illegible]
City Secretary

AS PER ORIGINAL

00360

0032

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

Revised: June 12, 1984

HOURS OF OPERATION

The Animal Control office & Kennel hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday. Saturday 8:00 to 12:00 noon. The office will be closed on Sundays and Holidays. Individuals wishing to reclaim impounded animals must do so during regular office hours. 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 signed release from a responsible party will be required. Traps are to be signed out for periods of five (5) days at a time.

Patrol requests reported to Animal Control after 2:00 p.m. will be handled the following business day.

CONFINED ANIMALS

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

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

BITE CASE INVESTIGATIONS

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

Vaccinated biting animals may be kept by 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 a shovel, hoe, or heavy plastic gloves, and placed on ice until the arrival of Animal Control Personnel.

AS PER ORIGINAL

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

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

EMERGENCY SITUATIONS

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

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

PROPERTY DAMAGE

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

DISPOSITION OF ANIMALS

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

SITUATIONS NOT COVERED BY FT. BEND COUNTY ANIMAL CONTROL

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

* Note: certain breeds of dogs, usually those with heavy jowels, (St. Bernards, Labs, Boxers, Setters, etc.) salivate and drool 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.

AS PER ORIGINAL

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.

AS PER ORIGINAL

ORDINANCE NO. E-85

AN ORDINANCE FOR THE CITY OF NEEDVILLE, TEXAS, REGULATING THE KEEPING OF DOGS AND CATS WITHIN THE CITY LIMITS; PROVIDING FOR VACCINATION, LICENSING AND REGISTRATION OF THE SAME; PROVIDING FOR THE CAPTURING AND IMPOUNDING AND/OR RETURN AND/OR DESTRUCTION OF THE SAME; PROVIDING FOR RABIES CONTROL WITHIN THE CITY; PROVIDING FOR CERTAIN EXEMPTIONS; PROVIDING FOR INVESTIGATIONS, REPORTS OF BITES, AND RECORDS; PROVIDING FOR PENALTIES FOR THE VIOLATION OF SAID ORDINANCE BY FINE OF NOT MORE THAN $200.00; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of a General Law City such as the City of Needville is empowered by Section 1, Article 1015, Vernon's Annotated Civil Statutes to do all acts, and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, the City Council of the City of Needville is further empowered by Section 15 of that Statute to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to ordinances, and to impose penalties for violation of such ordinances; and

WHEREAS, the City Council is further empowered by Section 39 of said statute to authorize the proper officer of the city to grant and issue licenses, and to direct the manner of issuing and registering thereof, and the fees to be paid therefor; and

WHEREAS, the City Council is further empowered by Section 11 of said statute to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient; and

WHEREAS, the City Council of the City of Needville has determined that the regulation of dogs and cats within the City of Needville, Texas, will promote the general health of the community and will aid in the suppression of disease and further that the running at large in an unregulated fashion of dogs and cats constitutes a nuisance which may injure or affect the public health;

NOW THEREFORE,

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

In order to preserve and protect the general well being and health of the citizens of Needville, Texas, and to control and prevent nuisance animals, disease and injury, the following ordinance shall be and is hereby adopted:

AS PER ORIGINAL

Section 1 - Definition of Terms

As used in this ordinance, unless the context otherwise indicates, the following terms shall have the meaning indicated:

[a] "Cat" shall refer to both male and female.

[b] "Dog" shall refer to both male and female.

[c] "Owner" shall mean any person or persons, firm, association or corporation owning, keeping or harboring a dog and/or cat.

[d] "At Large" shall mean a dog and/or cat which is not either -

[1] secured by a leash or lead, or

[2] under the immediate control and supervision of a responsible person and clearly obedient to that person's commands and/or

[3] within the real property limits of its owner (as opposed to the real property owned or subject to the control of any other person or any public right-of-way, easement or thoroughfare or other public place).

Section 2 - Vaccination

It shall be unlawful for the owner of any dog or cat to keep, maintain, or harbor such dog or cat unless it shall have been vaccinated by a licensed veterinarian with anti-rabies vaccine. All dogs and/or cats within the city limits of the City of Needville, Texas, are hereby required to be vaccinated against rabies by a licensed veterinarian. Before any license shall be issued by the City Secretary or his deputy under the terms of this ordinance, the owner must present a licensed veterinarian's certificate to the effect that the animal in question has been vaccinated for rabies within the preceding ninety (90) day period, and must display a valid metallic vaccination tag.

Section 3 - License and Registration Required

All dogs and cats kept, harbored or maintained by their owners within the city limits of the City of Needville, Texas, shall be licensed and registered upon attaining the age of four (4) months or within thirty (30) days of their acquisition by their owner, whichever occurs sooner. Licenses shall be issued by the City Secretary or his deputy upon the owner furnishing the City Secretary or his deputy evidence of vaccination in accordance with Section 2 hereof and upon the payment of a license tax of Two and No/100 Dollars ($2.00) for each animal being registered. The owner shall state at the time of application upon forms provided for such purpose by the City, the owner's name and address, and the name, breed, color and sex of each animal being registered. All such registrations shall expire on December 31st of each year. The provisions of this section shall not be intended to apply to dogs temporarily within the city limits for the purposes of participating in a dog show, nor shall it apply to any "seeing eye" dogs properly trained to assist blind persons when such dogs are actually being used by a blind persons for the purpose of aiding them in going from place to place.

AS PER ORIGINAL

Section 4 - Tag and Collar

Upon payment of the license fee, the City Secretary or his deputy shall issue to the owner a license certificate and a metallic tag for each animal so licensed. The tag shall have a stamp thereon showing the year for which it was issued and a number corresponding with the number on the certificate issued the animal's owner. Every owner shall be required to provide each dog and cat with a collar to which the license tag and vaccination tag must be affixed and shall see that the collar and tag are constantly worn by the animal in question. In case a license tag is lost or destroyed, a duplicate will be issued by the City Secretary or his deputy upon presentation of a receipt showing the payment of the license fee for the current year and the payment of a $1.00 fee for such duplicate. License tags shall not be transferable from one animal to the other and no refund shall be made on any license fee because of the death of the animal in question or the owner's leaving the City before the expiration of the license. In the event of a change in the ownership of the animal in question, the new owner must have the license transferred to his name by paying a $1.00 transfer fee.

Section 5 - Impounding and Release

[A] Unlicensed Animals

Unlicensed animals found running at large in violation of the provisions of this ordinance shall be taken up, captured and impounded by the Humane Officer designated by the City Council or by any Police Officer of the City of Needville and so impounded in a shelter designated as the "City Pound" or other secure place, and there confined in a humane manner for a period of not less than five (5) days. Upon the impounding of such animal, the officer so impounding the animal shall, as soon as possible, post a notice at the City Hall which notice shall remain posted for a minimum of three (3) days, notifying the public of the place of capture of the animal in question and giving a general description of the animal. Upon the expiration of the five (5) day impoundment period, and upon the expiration of the three (3) day notice period provided for herein, then any animal not claimed may thereafter be disposed of in a humane manner by the Humane Officer or any Police Officer of the city.

[B] Licensed Animals

Licensed animals that are found running at large in violation of the provisions of this ordinance shall be captured, taken up and impounded by the Humane Officer designated by the City Council or by any Police Officer of the City of Needville and so impounded in a shelter designated as the "City Pound" or other secure place, and there confined in a humane manner for a period of not less than five (5) days. Upon the impounding of such animal, the officer so impounding the animal shall, as soon as possible, post a notice at the City Hall which notice shall remain posted for a minimum of three (3) days, notifying the public of the place of capture of the animal in question and giving a general description of the animal. In addition to the posted notice, the officer in question

AS PER ORIGINAL

shall also mail a notice by certified mail, return receipt requested letter to the owner of the licensed animal in question as designated in the records of the office of the City Secretary, informing such owner of the animal's license number, description, place and date of capture, place of the animal's impoundment, and giving the owner three (3) days from the date of the notice to claim and regain custody of the animal, such notice to be effective upon actual receipt by the owner. If the licensed animal is not claimed by the owner within three (3) days from the date of receipt of actual notice or within two (2) weeks from the date of mailing such notice, whichever occurs sooner, then the licensed animal may be disposed of by the Humane Officer, or any Police Officer of the city in a humane manner.

[C] Unclaimed Animals

Any animal, licensed or unlicensed, which is unclaimed at the expiration of the period described above, shall thereupon become the property of the City of Needville, Texas, and may be disposed of at the discretion of the Humane Officer or any Police Officer of the city in any humane manner that he deems proper, including, but not by way of limitation, the offering of such animal for adoption by any person willing to pay all costs incurred in connection therewith. Any animal offered for adoption must be spayed or neutered at the time of adoption if the animal is of sufficient age and maturity for such operation in the opinion of a licensed veterinarian, or, in the event the animal is not of sufficient age and maturity at the time of adoption, then the person adopting the animal must agree in writing to provide the Humane Officer or any member of the Police Department of the city with satisfactory evidence of such operation within the time specified by the veterinarian in question.

[D] Fees

The owner or any other person to whom an impounded animal is released shall be entitled to receive possession of the animal only upon payment to the City Secretary of a Fifteen and No/100 Dollars ($15.00) impoundment fee plus Five and No/100 Dollars ($5.00) per day or any fractional part thereof during which the animal may have been impounded, said sum to be deposited in the treasury of the city for the use and benefit of the city as the City Council may determine from time to time. Payment of any such fee shall not preclude the city from prosecuting the person in question for violations of this ordinance. In any event, no animal may be released to the owner or any other person unless it has been properly vaccinated and licensed in accordance with the terms of this ordinance. If the animal in question is in need of humane medical care or emergency veterinarian care, the Humane Officer or any other Police Officer of the city shall deliver the animal to a licensed veterinarian for appropriate care, the cost of which shall also be paid by the owner or other person receiving possession of the animal following its impoundment. Before any animal impounded under the terms of this ordinance may be released to any person, a receipt showing that all reasonable charges incurred

AS PER ORIGINAL

as provided above, including the boarding, feeding, medical treatment and cleaning of the animal in question have been paid must be presented to the City Secretary and/or to the veterinarian rendering services under this ordinance.

Section 6 - Rabies Control -

[A] Each and every dog and/or cat found within the city limits with respect to which there is probable cause to believe that such animal either has rabies or has been bitten or is suspected to have been bitten by a animal suspected to have rabies or which bites a person shall be promptly reported to the Humane Officer or any Police Officer of the city and shall thereupon be securely quarantined under the supervision of the Humane Officer or a Police Officer of the city for a period of ten (10) days and shall not be released from such quarantine except by written permission of the Humane Officer or a Police Officer of the city upon approval by the supervising veterinarian. The quarantine shall be at the owner's expense in a veterinary clinic or hospital within the city.

[B] The owner of any dog or cat subject to quarantine as provided in Paragraph [A] above shall, upon demand by the Humane Officer or any Police Officer of the city, forthwith surrender the animal in question for supervised quarantine at the owner's expense as provided above. The animal in question may be reclaimed by the owner only upon completion of the quarantine period provided for above and upon the payment of all costs and fees in connection with such quarantine including those fees set forth in Section 5 of this ordinance and upon compliance of all licensing and vaccination requirements set forth in this ordinance. Compliance with this paragraph shall not prohibit the prosecution of the owner for violation of other provisions of this ordinance.

[C] When a dog or cat under quarantine has been diagnosed as being rabid, or is suspected by a licensed veterinarian as being rabid, and dies while under quarantine, the Humane Officer or any Police Officer of the city shall immediately send the head of such animal to the State Department of Health Resources for pathological examination, notifying the proper public health officer of all human contacts with the animal and the diagnosis of the animal. In the event such action results in a positive diagnosis of rabies, the Humane Officer or any Police Officer of the city may recommend to the City Council the declaration of a city-wide quarantine for a period of thirty (30) days. In the event of such quarantine, the declaration of which shall be publicized in a paper of general circulation within the City of Needville, no dog or cat shall be taken into or allowed within the streets, public right-of-ways, or other public places within the city during the period of quarantine. Any period of quarantine so declared may be extended upon the occurrence of any additional cases of rabies or suspected rabies during the period of quarantine.

[D] No person shall kill or cause to be killed any dog or cat believed to be rabid or suspected of having been exposed to rabies or biting any human except as herein provided, nor remove the same from the city limits, without the written permission of the Humane Officer or any Police Officer of the city. The carcass of any dead dog or cat exposed to rabies shall upon demand be surrendered to the Humane Officer or any Police Officer of the city, and such

carcass shall be disposed of only as directed by the Humane Officer or any Police Officer of the city.

Section 7 - Exemptions

[A] Hospitals, clinics or other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this ordinance, except to the extent of duties and obligations expressly imposed under the terms of this ordinance.

[B] The licensing requirements of this ordinance shall not apply to any dog or cat belonging to a non-resident of the city so long as such animal does not remain within the city for longer than thirty (30) days and so long as such animal is kept within a building, enclosure or vehicle, or under restraint by the owner at all times while within the city.

Section 8 - Enforcement

The Humane Officer or any Police Officer of the city who has probable cause to believe that a violation of this ordinance has occurred, shall have the right to enter upon any premises upon which a dog or cat involved in such violation is kept or harbored and demand the exhibition by the owner of such animal or the license for such animal. Nothing contained in this ordinance shall, however, be construed as to authorize such officer to enter dwellings or buildings attached thereto without the consent of the owner or the person in control of said building in the absence of a valid search warrant issued in accordance with the laws of the State of Texas.

Section 9 - Report of Bite Cases

It shall be the duty of every citizen to report to the Humane Officer or a Police Officer of the city the names and addresses of any persons known to have been bitten by a dog or cat, together with such other information as will be helpful in the control of rabies.

Section 10 - Interference

It shall be unlawful for any person to interfere with or oppose or resist within the limits of the city the Humane Officer or any Police Officer of the city while said officers are engaged in the performance of the duties pertaining to the enforcement of this ordinance. It shall be unlawful for any person to take from any dog or cat a collar or vaccination tag or license tag.

Section 11 - Records

It shall be the duty of the City Secretary to keep, or cause to be kept, accurate and detailed records of the licensing, impoundment and disposition of all dogs, cats, and other animals coming into the custody of the city and detailed records of all bite cases reported to the city and the city's investigation of the same. It shall also be the duty of the City Secretary to keep, or cause to be kept, accurate and detailed records of all monies received under the provisions of this ordinance.

Section 12 - Penalty

Any person violating the terms of this ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in a sum not to exceed Two Hundred and No/100 Dollars

AS PER ORIGINAL

($200.00). It is expressly provided that each and every day a violation is allowed to exist constitutes a separate offense.

Section 13 - Severability

If any section, subsection, sentence, clause, phrase or word of this ordinance shall for any reason be held void, unconstitutional or invalid, then such shall be deemed severable, and the invalidity thereof shall not affect the validity of the remaining parts of this ordinance.

Section 14 - Repeal

Any and all ordinances, resolutions or informal policies of the City of Needville which are inconsistent or in conflict with this ordinance, either in whole or in part, including in its entirety but not by way of limitation, Ordinance No. I-77 of the City of Needville passed and approved on September 14, 1977, shall be and are hereby repealed to the extent of such conflict or inconsistency, it being provided that Ordinance I-77 is repealed in its entirety.

Section 15 - Effective Date

This ordinance shall be effective from and after the date of its passage and approval and the publication of its caption as required by law.

PASSED and APPROVED this the 13th day of July, 1983.

Donald Ferguson
DONALD FERGUSON, Mayor
City of Needville

ATTEST:

August Teykl
AUGUST TEYKL, City Secretary

AS PER ORIGINAL

NO. _____

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

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

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

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

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 14th day of May, 1986

CITY OF NEEDVILLE, TEXAS

BY: John A. Stern DVM
Mayor

ATTEST:

Michael Pasteko
City Secretary

APPROVED:

_____
City Attorney

AS PER ORIGINAL

NO._____

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

On this the 2 day of June, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

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

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

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

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

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

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

I.

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

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

II.

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

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

III.

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

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

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

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

SIGNED this 14th day of May 1986 in duplicate originals by Order of City Council of

City of Needville, Texas

By: John A. Sterndum
MAYOR

ATTEST:

Michael Pasteb
CITY SECRETARY

SIGNED this 2 day of June 1986 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judie E. Schwinohn
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION & LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

RECESS:

Commissioners' Court recessed at 11:30 a.m.

RECONVENE:

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

24. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) TWO OR MORE NEW 12-14 YARD DUMP TRUCKS (#86-128); (2) THREE OR MORE NEW 6-8 YARD DUMP TRUCKS (#86-129) (3) MICROFILM EQUIPMENT (#86-130):

Open bids for two or more new 12-14 yard dump trucks:

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

A) DUB MILLER FORD
B) HELFMAN FORD
C) JOE MEYERS FORD, INC.
D) MARSHALL FORD-MERCURY
E) MACK TRUCKS
F) SAN JACINTO FORD
G) BAYOU CITY FORD
H) WORLD-WIDE TRUCKS INC.

Open bids for three or more new 6-8 yard dump trucks:

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

A) DUB MILLER FORD
B) HELFMAN FORD
C) JOE MEYERS FORD, INC.
D) KNAPP CHEVROLET
E) LAWRENCE MARSHALL CHEV-OLDS
F) MARSHALL FORD-MERCURY
G) MACK TRUCKS
H) SAN JACINTO FORD
I) BAYOU CITY FORD
J) WORLD-WIDE TRUCK

Open bids for microfilm equipment:

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

A) GLOBAL SERVICES
B) MINO-MICRO
C) HOUSTON SALES CENTER

25. 1:30 P.M. CONSIDER APPROVING PLATS FOR THE FOLLOWING: (1) ELEVATED STORAGE TANK SITE PLAT IN PECAN GROVE MUNICIPAL UTILITY DISTRICT, PRECINCT 3; (2) THE MARKET AT FIRST COLONY IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve plat for elevated storage tank site in Pecan Grove Municipal Utility District, Precinct 3. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

BID ITEM: PURCHASE OF TWO (2) OR MORE NEW 12-14 YARD DUMP TRUCKS

BID NUMBER: 86-128

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD	
APPLE CHEVROLET	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD ✓	51,589.60
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD ✓	50,928.00
JACK ROACH FORD	
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC. ✓	49,337.20
KINSEL FORD, INC.	
KNAPP CHEVROLET	
LAWRENCE MARSHALL CHEV-OLDS.	
MARSHALL FORD-MERCURY ✓	50,739.60
MACK TRUCKS ✓	55,000.00
MCMILLAN FORD	
MORT HALL FORD	
RON CARTER CHEVROLET	
RUSSEL AND SMITH FORD	
SAN JACINTO FORD ✓	51,592.00
SOUTH LOOP FORD TRUCKS	
TRUCKS OF TEXAS	
UNIVERSAL FORD	
WESTWAY FORD, INC.	
BAYOU CITY FORD ✓	49,861.00
WORLD-WIDE TRUCKS, Inc ✓	$51,538.90

24/2

00381

BID ITEM: PURCHASE OF THREE (3) OR MORE NEW 6-8 YARD DUMP TRUCKS

BID NUMBER: 86-129

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD	
APPLE CHEVROLET	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD ✓	26,465.00
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD ✓	25,695.00
JACK ROACH FORD	
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC. ✓	25,240.25
KINSEL FORD, INC.	
KNAPP CHEVROLET ✓	27,342.00
LAWRENCE MARSHALL CHEV-OLDS. ✓	27,508.76
MARSHALL FORD-MERCURY ✓	25,455.51
MACK TRUCKS ✓	30,000.00
MCMILLAN FORD	
MORT HALL FORD	
RON CARTER CHEVROLET	
RUSSEL AND SMITH FORD	
SAN JACINTO FORD ✓	26,376.00
SOUTH LOOP FORD TRUCKS	
TRUCKS OF TEXAS	
UNIVERSAL FORD	
WESTWAY FORD, INC.	
BAYOU CITY FORD ✓	25,180.11
WORLD-WIDE TRUCK ✓	26,733.05

24/3

00382

BID ITEM: PURCHASE OF MICROFILM EQUIPMENT

BID NUMBER: 86-130

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
3-M	
ALLIED TECHNOLOGY, INC.	
BELL AND HOWELL	
EASTMAN KODAK COMPANY	
GLOBAL SERVICES ✓	19,500.00
KODAK MICROFILM PRODUCTS	
MICRO DATA SERVICE CENTER	
MICROFILM SYSTEMS, INC.	
MICROGRAPHIC PRODUCTS DIVISION 3M	
MICRO-MICROGRAPHICS, INC.	
MINO-MICRO ✓	25,008.00
SOUTHERN MICROFILM OF TEXAS, INC.	
WALLACE BUSINESS EQUIPMENT	
XEROX CORP	
Houston Sales Center	22,268.95

Moved by Commissioner Pressley, Seconded by Commissioner Denham duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve plat for THE MARKET at FIRST COLONY In Precinct 3, subject to any utility lines being moved be paid by MUD#13 and not at the county expense. Plat and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

Jim Snell representing Lichliter/Jameson discussed the utility line in the right of way.

26. 1:45 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

RECESS:

Commissioners' Court recessed at 1:45 p.m.

RECONVENED:

Commissioners' Court reconvened at 2:00 p.m.

27. APPROVE BILLS:

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

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:05 p.m. Monday, December 15, 1986.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 15TH day of December, 1986 Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
STANLEY KUCHERKA	COUNTY ENGINEER

With Commissioner Pustka absent for vote.

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

1. CONSIDER EXCHANGE OF EASEMENT BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #2:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to exchange easement between Fort Bend County and Fort Bend County Levee Improvement District #2. (Recorded in minutes in full)

   A letter from Stanley Kucherka, County Engineer was submitted for record.

2. CONSIDER APPROVAL OF LICENSE AND EASEMENT FROM THE CORPS OF ENGINEERS FOR THE CLODINE DITCH IN PRECINCT 3:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve license and easement from the Corps of Engineers for the Clodine Ditch in Precinct 3. (Recorded in minutes in full) see Commissioner minutes 12-15-86

3. CONSIDER AGREEMENT BETWEEN FORT BEND COUNTY AND THE HARRIS-GALVESTON COASTAL SUBSIDENCE DISTRICT PROVIDING FOR 262 KILOMETERS OF LEVELING AND THE ESTABLISHMENT AND OBSERVATION OF NINE GLOBAL POSITIONING SYSTEM STATIONS:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve agreement between Fort Bend County and the Harris-Galveston Coastal Subsidence District providing for 262 kilometers of leveling and the establishment and observation of nine global positioning system station. (Recorded in minutes in full)

4. DISCUSS DRAINAGE DISTRICT'S MONTHLY REPORT:

   The revised NOVEMBER monthly report was discussed.

5. ADJOURNMENT:

   Drainage District Board adjourned at 2:05 p.m.

00385 file L-P

COUNTY OF FORT BEND

AS PER ORIGINAL 1) 0032

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

October 16, 1986

Commissioners' Court of Fort Bend County and
Levee Improvement District #2 Board of Directors

Gentlemen:

Fort Bend County Drainage District (the District) has collected information regarding drainage easements within the Fort Bend County Levee Improvement District Number 2 (L.I.D. 2), Oyster Creek and Ditch "H" watershed. The district currently has easements (Volume 333, Page 170 and Volume 435, Page 185 Deed Records of Fort Bend County) within the L.I.D. 2 jurisdiction and L.I.D. 2 has the easements on Ditch "H" outfall. The Ditch "H" channel when complete will serve an area of Fort Bend County in which the District has responsibility to provide drainage. L.I.D. 2, because of their responsibilities, has need to obtain the drainage easements within L.I.D. 2 that the District has.

The easements each contain approximately the same number of acres and the land values are approximately equal and each entity is desirous to exchange interests in the easements. Each entity will receive more direct drainage benefits if the exchange takes place.

If you need additional information, please contact me.

Sincerely yours,

Stanley L. Kucherka

Stanley L. Kucherka, Jr., P.E.
Drainage District Manager/Engineer

SLKjr/jm

Vol. 1906
Pg. 2497

AS PER ORIGINAL

EXCHANGE OF EASEMENTS

STATE OF TEXAS	§	KNOW ALL MEN BY
	§	
COUNTY OF FORT BEND	§	THESE PRESENTS

THAT, WHEREAS, Fort Bend County Levee Improvement District No. 2 ("Lid 2"), a body politic and corporate and a governmental agency of the State of Texas, has been created and organized to construct and acquire a levee and drainage system to protect land within its boundaries from flooding; and

WHEREAS, Lid 2 constructed an internal drainage ditch system to allow drainage of the land within its boundaries to outfall directly to the Brazos River through a channel along the western boundary of Lid 2 from State Highway 6 to the Brazos River, such channel being referred to as its "Ditch H" and illustrated on the map attached hereto as Exhibit "A"; and

WHEREAS, Lid 2 is the owner of a perpetual easement for drainage purposes across the West Levee (hereinafter defined) and the South End of Ditch H (hereinafter defined); and

WHEREAS, Sugarland Properties Incorporated ("SPI") owns the underlying fee to the West Levee described above; and

Return to Elida 12/15

WHEREAS, Lid 2 is the owner of the Keenan Tract (hereinafter defined), the Scott Frost Tract (hereinafter defined), the Scott Frost 2 Tract (hereinafter defined) and the Frost III Tract (hereinafter defined); and

WHEREAS, Lid 2 constructed certain drainage facilities consisting of a diversion channel and Amil Gate structures, collectively known as the "Char Lake Diversion Facilities", to divert overflow waters from Oyster Creek to Ditch H to outfall to the Brazos River and contracted with certain entities to allow such entities to use the additional drainage capacities generated by the construction of the Char Lake Diversion Facilities. Such overflow from Oyster Creek enters Lid 2's Ditch H at the Amil Gate structures north of State Highway 6 as shown on Exhibit "A"; and

WHEREAS, Lid 2 constructed the improvements to Ditch H to provide adequate outfall capacity to the Brazos River for the benefit of (1) the Char Lake Diversion Facilities contributors; (2) the land within its boundaries based on existing drainage criteria at full land use development; and (3) the land that naturally drains into the Ditch H in its undeveloped state based on existing drainage criteria; and

WHEREAS, the Fort Bend County Drainage District ("Drainage District") a corporation, has constructed certain

additional improvements increasing the capacity of Ditch H between U.S. Highway 59 and State Highway 6; and

WHEREAS, the Drainage District desires to divert a portion of the flows from Oyster Creek in the Dam 1 area through a diversion ditch to connect to Ditch H and a structure at Dam 1, all to outfall into Lid 2's Ditch H to outfall directly to the Brazos River, all as shown on Exhibit "A"; and

WHEREAS, the Drainage District recognizes that Ditch H has limited drainage carrying capacity and that any discharges into Ditch H and improvements to Ditch H must be monitored and coordinated by the Drainage District and Lid 2 in order to provide an efficient and effective drainage system to serve the needs of the Drainage District and Lid 2; and

WHEREAS, the Drainage District has been granted a Right-of-Way Easement for drainage purposes upon, over, through and across certain lands situated in Fort Bend County, Texas, as described in that Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records (the "435 Easement"); and

WHEREAS, the Drainage District has been granted a Right-of-Way Deed for drainage purposes upon, over, through and across certain lands situated in Fort Bend County,

Texas, as described in that Right-of-Way Deed recorded in Volume 333, Page 170 of the Fort Bend County Deed Records (the "333 Deed"); and

WHEREAS, the Drainage District 435 Easement and 333 Deed are located within the boundaries of Lid 2; and

WHEREAS, the Drainage District no longer requires the 435 Easement and the 333 Deed due to Lid 2's drainage plan and improvements and, therefore, desires to convey all of its right, title and interest to the 435 Easement and the 333 Deed to Lid 2 except for that portion of the 333 Deed that is located east of the westerly most right-of-way for Oilfield Road, all upon the terms and conditions of this Exchange of Easements; and

WHEREAS, the Lid 2 desires to convey to the Drainage District a non-exclusive, joint use Drainage Easement (hereinafter more fully described and hereinafter referred to as the "Drainage Easement") on and across the Subject Property (hereinafter defined) upon the terms and conditions of this Exchange of Easements; and

WHEREAS, SPI desires to acknowledge its consent to the conveyance of the Drainage Easement upon the terms and conditions set forth herein; and

AS PER ORIGINAL

WHEREAS, Lid 2 and the Drainage District believe that it is in their best interest to exchange such easements as set forth herein:

Conveyance 1: NOW, THEREFORE, Fort Bend County Drainage District, for and in consideration of the exchange of the Drainage Easement conveyed in Conveyance 2 hereof, being of at least equal value to the Drainage Easement, has GRANTED, BARGAINED and CONVEYED and by these presents does hereby GRANT and CONVEY unto Fort Bend County Levee Improvement District No. 2, of Fort Bend County, all of its rights, titles and interests to that certain Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records (the "435 Easement") and all of its rights, titles and interests to that certain Right-of-Way Deed recorded in Volume 333, Page 170 of the Fort Bend County Deed Records (the "333 Deed") except for that portion of the 333 Deed located east of the westerly right-of-way for Oilfield Road; provided, however, that Lid 2 shall continue to provide drainage to those areas served by the 435 Easement and 333 Deed;

TO HAVE AND TO HOLD unto Lid 2, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Drainage District, its successors and assigns forever; and

AS PER ORIGINAL

Conveyance 2: NOW, THEREFORE, Fort Bend County Improvement District No. 2, of Fort Bend County, Texas and Sugarland Properties Incorporated, for and in consideration for the exchange of the 435 Easement and the 333 Deed conveyed in Conveyance 1, being of at least equal value to the 435 Easement and the 333 Deed, have GRANTED, BARGAINED and CONVEYED and by these presents do hereby GRANT and CONVEY unto Fort Bend County Drainage District, its successors and assigns, a non-exclusive and joint use Drainage Easement for the purpose of constructing, operating, maintaining, repairing, inspecting and reconstructing a drainage canal or ditch, including drains, ditches, laterals and levees, over, across and through certain real property (the "Subject Property") as follows:

"West Levee"

That 121.7533 acres of land, in two (2) tracts located in the Alexander Hodge League, Abstract No. 32, and the S.M. Williams League, Abstract No. 97, Fort Bend County, Texas, and being more particularly described in Exhibit "B" attached hereto;

"South End of Ditch H"

All that certain tract, parcel or strip of land containing 32.5615 acres, located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto;

AS PER ORIGINAL

"Keenan Tract"

That 8.5688 acres, more or less, being out of the S.M. Williams Survey, Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "D";

"Scott Frost Tract"

That 0.9769 acres, more or less, being out of the S.M. Williams League Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "E";

"Scott Frost (2) Tract"

All that 1.2432 acres, located in the S.M. Williams Leaguc, Abstract No. 97, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "F" attached hereto;

"Frost III Tract"

That 1.4219 acres, more or less, being out of the S.M. Williams League, Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "G".

Provided, however, that the Drainage District may use the Drainage Easement on and across the Subject Property only upon the following conditions:

1. The Drainage District shall make any and all improvements to Ditch H ("the Improvements") from time to time as necessary to provide additional flow capacity to Ditch H as required herein, such Improvements to be constructed and completed prior to the completion of any improvements or modifications to the drainage structures under U.S. Highway 90A and/or

the Southern Pacific Railroad ("the Structures") designed and constructed to carry additional flows. The additional capacity of the Improvements to Ditch H shall be at least equal to the capacity of the Structures upon completion.

2. Prior to the commencement of any construction to Ditch H, including modifications to the energy dissipation structure, and appurtenances thereto, by the Drainage District, its successors and assigns, all construction plans and specifications for the Improvements, including maintenance schedules, must be first submitted to the Board of Directors of Lid 2 for its review and approval, as follows:

a. The Drainage District shall forward to Lid 2 all plans and specifications for any construction and/or maintenance purposes of Ditch H across the Subject Property. Lid 2 shall immediately place on its Agenda for the next regularly scheduled meeting of the Board of Directors of Lid 2 for its consideration the review and approval or disapproval of the submitted plans and specifications or other requests, provided, however, should no meeting be scheduled within the thirty (30) days immediately thereafter, a special

meeting shall be called by the Board of Directors of Lid 2 to consider the plans and specifications or other requests. In any event, a meeting by Lid 2 shall be had to consider the plans and specifications or other requests within thirty (30) days after Lid 2 receives same. Notice of the time and place of the Lid 2 meeting to consider the Drainage District plans and specifications or maintenance schedule or other requests shall be forwarded by Lid 2 to the Manager of the Drainage District, the County Judge, and each County Commissioner of Fort Bend County. The Board of Directors of Lid 2 shall take action to approve, disapprove or modify the plans and specifications or other appropriate action in response to a request and shall immediately notify in writing the Drainage District of its action or other requests.

b. After the meeting of the Board of Directors of Lid 2 concerning the plans and specifications or other requests, and if there is a disagreement between Lid 2 and the Drainage District concerning the plans and specifications or other requests that cannot be reconciled, Lid 2 must place on the

Agenda of the next regularly scheduled meeting of the Drainage District within thirty (30) days after the meeting of the Board of Directors of Lid 2, any and all such differences to be considered by the Drainage District Board of Directors. Notice of the time and place of said meeting of the Drainage District Board shall be forwarded by the Drainage District to those persons listed by Lid 2 in its request to be placed on the Agenda for the Drainage District.

c. The Drainage District Board shall promptly consider and enter findings and orders concerning all disagreements between the Drainage District and Lid 2 and shall immediately notify Lid 2 in writing of its action. If Lid 2 is dissatisfied with the rulings and findings of the Drainage District Board, Lid 2 shall have the right to file an appeal to the District Court of Fort Bend County, Texas, within thirty (30) days of its receipt of notice of action taken by the Drainage District Board.

d. In the event Lid 2 has not commenced action to appeal the decision of the Drainage District Board within the time prescribed, the Drainage District

may proceed without objections to the construction and/or maintenance of the requested improvements to Ditch H. However, in the event Lid 2 has taken or commenced action to appeal the decision of the Drainage District Board within the time provided herein, the Drainage District shall not take any further action or commence any construction and/or maintenance under the plans and specifications during the time the said matter is pending before the District Court, or as may be ordered by the said Court during the pendency of same.

3. Drainage District shall construct and maintain a structure at Dam 1, Oyster Creek, designed, constructed and operated to maintain the normal level of water within Oyster Creek downstream of Dam 1. Flood waters of Oyster Creek at Dam 1 may be diverted down and through Ditch H, such flows being currently limited by the existing structures at the Southern Pacific Railroad and the bridge at Highway 90A. At such time as the Improvements at Highway 90A and the Southern Pacific Railroad are made to allow for a greater flow of water to flow to Ditch H from Dam 1, the Drainage District shall be obligated to and must improve and/or construct additional drainage improvements in Ditch H

at no cost to Lid 2 at least equal to the capacity being generated by the construction of the Improvements at Highway 90A and the Southern Pacific Railroad, all in accordance with good engineering practices to insure the integrity of the drainage system across the Subject Property.

4. The Drainage District, its successors and assigns, shall permanently maintain all of the drainage improvements in the Subject Property, except the Lid 2 embankment known as the West Levee and the outfall structure at Ditch A as shown on the map attached hereto as Exhibit "A", at such time as the Drainage District, its successors or assigns, causes any flows to enter Ditch H, and all in accordance with good practices to insure the integrity of the drainage system across the Subject Property. Provided, however, Lid 2 shall have the right but not the obligation to maintain any and all drainage improvements in the Subject Property after the Drainage District has caused flows to enter Ditch H.

5. Drainage District, its successors and assigns, shall be responsible for the acquisition of any and all permits or approvals necessary by any and all governmental entities having jurisdiction for the

construction of any improvements in the Subject Property.

6. Drainage District, its successors and assigns, shall not remove, reconstruct, lower, damage or add to or modify the Lid 2 levee embankment known as the West Levee. In addition, the Drainage District, its successors and assigns, shall not spoil or deposit on the West Levee any excavated materials from Ditch H.

7. To the extent permitted by law, the Drainage District, its successors and assigns, hereby indemnifies and holds Lid 2 harmless from and against all claims, damages, losses, liability, costs or expenses whatsoever, which Lid 2 may incur (or which may be claimed against Lid 2 by any person) by reason of or in connection with the Drainage District's performance or nonperformance of the conditions hereunder. Lid 2 agrees to notify the Drainage District of all claims against Lid 2 for which it may seek indemnification pursuant to this provision and all such claims shall be considered obligations created hereunder.

8. To the extent permitted by law, the Lid 2, its successors and assigns, hereby indemnifies and holds the Drainage District harmless from and against all claims, damages, losses, liabilities, costs or expenses

whatsoever which the Drainage District may incur (or which may be claimed against the Drainage District by any person) by reason of or in connection with Lid 2's performance or nonperformance of the conditions hereunder. The Drainage District agrees to notify Lid 2 for which it may seek indemnification pursuant to this provision and all such claims shall be considered obligations created hereunder.

TO HAVE AND TO HOLD unto the Drainage District, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto Lid 2, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or be useful to the Drainage District;

AND, the Drainage District, Lid 2 and SPI do hereby waive any liens, express or implied, with respect to the interest in the property conveyed herein.

These conveyances are made without warranty, express or implied.

These conveyances are subject to all easements and restrictions of record.

PER ORIGINAL

WITNESS THE EXECUTION HEREOF, this 15 day of December, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

By: Jodie E. Stavinoha
Jodie E. Stavinoha

Title: County Judge

ATTEST:

By: Diane Wilson
Diane Wilson

Title: County Clerk

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2, OF FORT BEND COUNTY, TEXAS

By: James A. Thompson
James A. Thompson

Title: Chairman, Board of Directors

ATTEST:

By: Bob Dare
Bob Dare

Title: Secretary, Board of Directors

AS PER ORIGINAL

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SUGARLAND PROPERTIES INCORPORATED

By: Gary R. Homing

Title: Executive Vice President

1906 2513

AS PER ORIGINAL

00402

0032

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared JAMES A. THOMPSON, known to me to be the officer whose name is subscribed to the foregoing instrument, as Chairman of Fort Bend County Levee Improvement District No. 2, 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 12th day of September, 1986.

Notary Public, State of Texas

My Commission Expires: 8/31/88

Notary Public, Fort Bend County, Texas
My Commission Expires 8/31/88

AS PER ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary R. Herring, known to me to be the person whose name is subscribed to the foregoing instrument, as the Executive Vice President of SUGARLAND PROPERTIES INCORPORATED, 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 15th day of September, 1986.

OFFICIAL SEAL
CAROLYN E. KETCHIE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 4-19-89

Carolyn E. Ketchie
Notary Public, State of Texas

My Commission Expires: 4-19-89

(SEAL)

AS PER ORIGINAL

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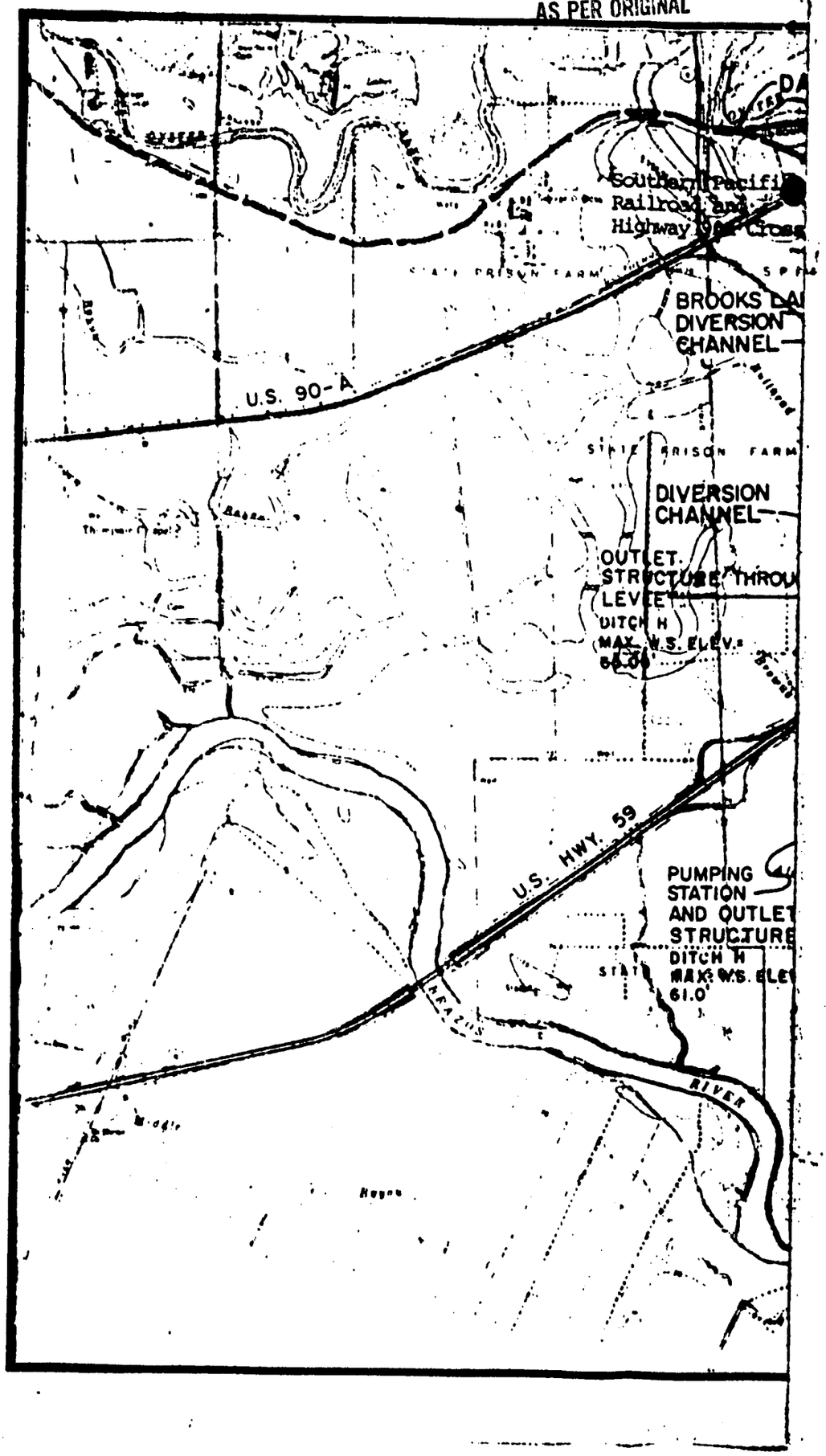
AS PER ORIGINAL



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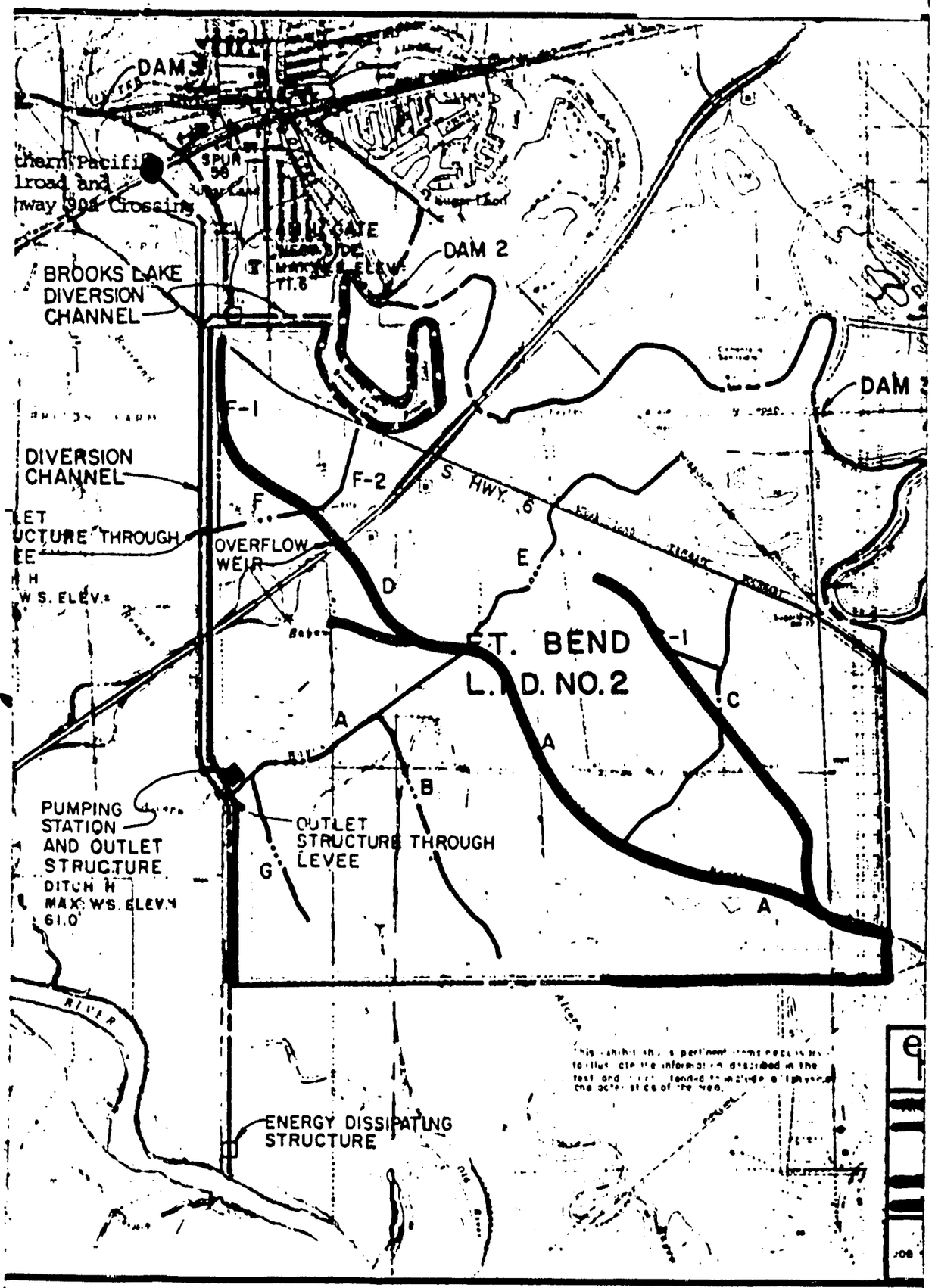
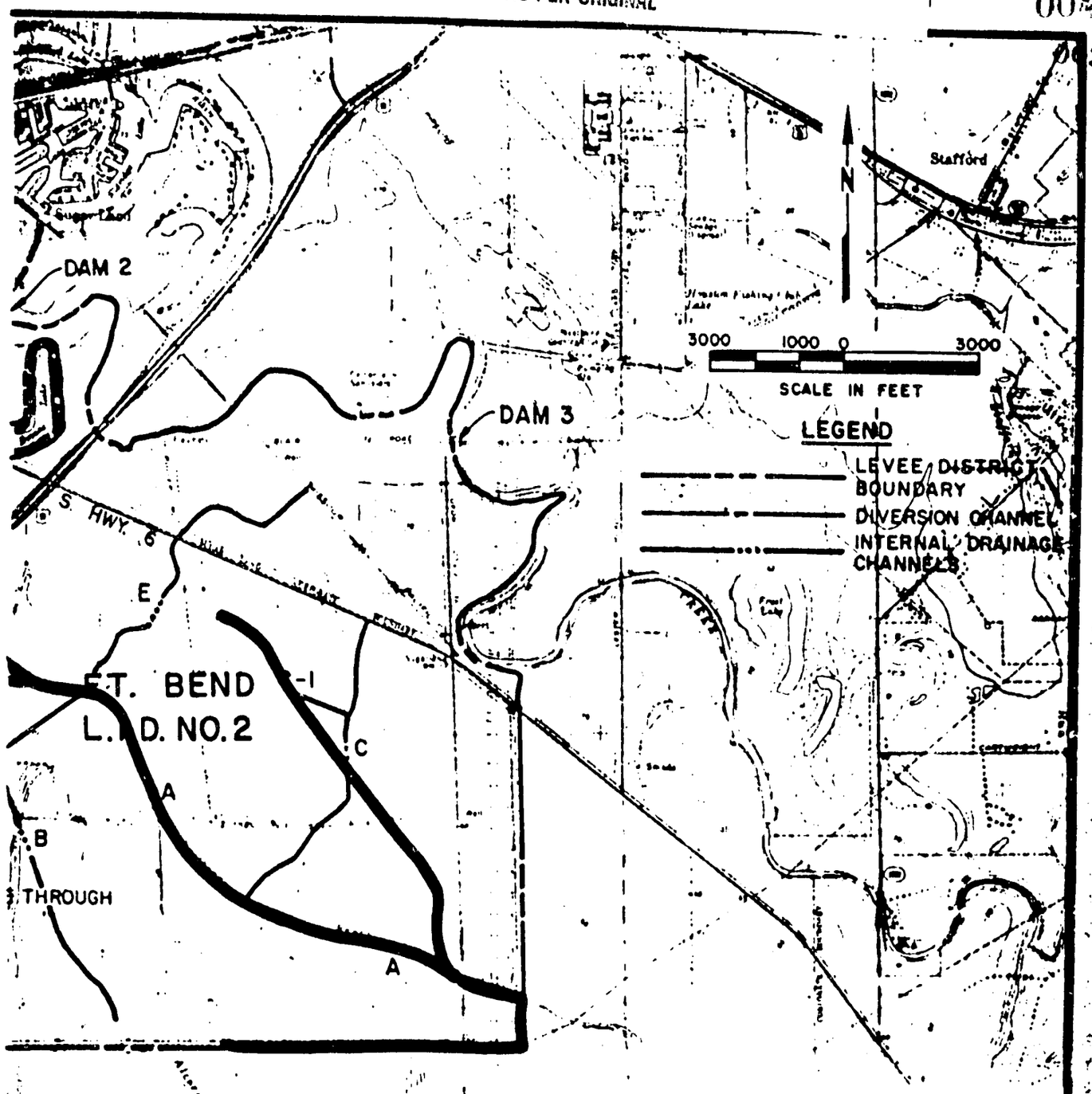




ESPEY, HUSTON & ASSOCIATES, INC.

Subject Property
West Levee

PROJECT LAYOUT

Retained 333 Deed
435 Easement & 333 Deed

JOB NO 7486-01	DATE DEC. 1985	EXHIBIT A

20-1555

Revised 5/23/79

AS PER ORIGINAL

AS PER ORIGINAL

00407

1906 2518

Vol. 841, Page 107

0032

METES AND BOUNDS DESCRIPTION
SUGARLAND LID NO. 2: WEST LEVEE & DITCH "H" (340 FT. WIDE)
121.7533 ACRES

All that parcel or strip of land containing 121.7533 acres, in two tracts located in the Alexander Hodge League, Abstract No. 32 and the S.M. Williams League, Abstract No. 97, Fort Bend County, Texas and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

TRACT NO. 1: 57.2991 Acres, Portion North of the Southwest Freeway

BEGINNING at a point in the northwesterly right-of-way line of the Southwest Freeway, said point marking the intersection with the West line of Sugarland Properties, Inc.;

THENCE N 01°50'41" W, 7456.53 feet along the West line of Sugarland Properties, Inc., to a point for corner in the Southwesterly right-of-way line of State Highway No. 6;

THENCE along the Southwesterly right-of-way line of State Highway No. 6, the following bearings and distances:

1. S 52°44'28" E, 328.87 feet to a point for corner;
2. N 37°15'34" E, 50.00 feet to a point for corner;
3. S 52°44'28" E, 292.20 feet to a point for corner;
4. S 37°15'32" W, 50.00 feet to a point for corner;
5. S 52°44'28" E, 53.90 feet to a point for corner;

THENCE S 37°15'32" W, 291.38 feet leaving said Southwesterly right-of-way line of State Highway No. 6, to a point for corner;

THENCE S 01°50'41" E, 6560.14 feet to a point for corner in the Northwesterly right-of-way line of the Southwest Freeway;

THENCE S 52°32'20" W, 416.24 feet along the said Northwesterly right-of-way line of the Southwest Freeway, to the POINT OF BEGINNING and containing 57.2991 acres of land.

EXHIBIT B

TRACT NO. 2: 64.4542 Acres, Fo... South of the Southwest Freeway

BEGINNING at a point in the Southeasterly right-of-way line of the Southwest Freeway, said point marking the intersection with the west line of Sugarland Properties, Inc.;

THENCE N 52°32'20" E, 418.24 feet along said Southeasterly right-of-way line of the Southwest Freeway, to a point for corner;

THENCE S 01°50'41" E, 2872.46 feet leaving the Southeasterly right-of-way line of the Southwest Freeway to a point for corner;

THENCE S 39°35'34" E, 1012.26 feet to a point for corner;

THENCE S 01°54'15" E, 4119.26 feet to a point for angle;

THENCE S 01°39'22" E, 397.96 feet to a point for the Southeast corner of the herein described tract said point begin in the South line of LID No. 2 (the south line of Sugarland Properties, Inc.);

THENCE S 87°52'13" W, 340.01 feet to a point for corner;

THENCE N 01°39'22" W, 400.04 feet along the West line of LID No. 2,(the west line of Sugarland Properties, Inc.) to a point for corner;

THENCE N 01°54'15" W, 4419.84 feet to a point for corner;

THENCE S 87°23'19" W, 619.44 feet to a point for corner;

THENCE N 01°50'41" W, 3134.63 feet to the POINT OF BEGINNING and containing 64.4542 acres, for a total of 121.7512 acres in both tracts..

NOTE: This description does not include an area of 1.5300 acres formed by a small triangle outside of land owned by Sugarland Properties, Inc. but still a part of the existing drainage ditch and West Levee, and more particularly described by metes and bounds as follows:

COMMENCING for reference at a point marking the intersection of the west line of Sugarland Properties, Inc. with the Southeasterly right-of-way line of the Southwest Freeway;

THENCE along the west line of Sugarland Properties, Inc. the following bearings and distances:

1. S 01°50'41" E, 3136.63 feet to a point for corner;
2. N 87°23'19" E, 300.03 feet to the POINT OF BEGINNING;

THENCE N 87°23'19" E, 319.41 feet to a point for corner;

THENCE S 01°54'15" E, 417.35 feet to a point for corner;

THENCE N 39°35'34" W, 522.41 feet to the POINT OF BEGINNING, and 1.5300 acres of land.

EXHIBIT B

METES AND BOUNDS DESCRIPTION
SUGARLAND: MOST SOUTHERN PORTION OF DITCH "H"
32.5615 ACRES

All that tract, parcel or strip of land containing 32.5615 acres, located in the Alexander Hodge League Abstract No. 32, Fort Bend County, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

BEGINNING at a point in the common survey line between the Alexander Hodge Survey, A-32, and the S.M. Williams Survey, A-97, said point marking the Southwest corner of Sugarland Properties, Inc. and the Levee Improvement District No. 2 of Fort Bend County, Texas;

THENCE S 01°52'38" E, 4444.64 feet along the commonly accepted survey line between the Alexander Hodge League, Abstract No. 32 and the S.M. Williams League, Abstract No. 97 to a point for corner;

THENCE N 56°31'17" W, 368.08 feet to a point for corner;

THENCE N 01°51'15" W, 4631.65 feet to a point for corner;

THENCE N 88°07'00" E, 299.88 feet to a point for corner;

THENCE S 01°39'22" E, 400.04 feet to the POINT OF BEGINNING and containing 32.5615 acres of land.

Compiled by:
Turner Collie & Braden Inc.
Consulting Engineers
Houston Port Arthur
Dallas Austin
Job No. 2465-010
April 30, 1979

EXHIBIT C

ESPEY, HUSTON & ASSOCIATES, INC.

1906 2521

AS PER ORIGINAL

00410

1120 PAGE 807

0032

METES AND BOUNDS
DESCRIPTION

Being a tract of land containing 8.5688 acres in the S. M. Williams League, A-97, Fort Bend County, Texas, and being a part of a 219.337 acre tract conveyed to W. H. Keenan as recorded in Volume 587, Page 477of the Fort Bend County Deed Records. Said tract being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8" iron rod found at the northeast corner of a 32.5615 acre tract conveyed to Fort Bend County, on the west survey line of the S. M. Williams League, A-97 and the east survey line of the A. Hodge, survey A-32;

THENCE S 01°51'20" E, 399.45 feet to the Southwest corner of the Sugarland Properties Inc. tract and northwest corner of said Keenan tract and POINT OF BEGINNING of the tract herein described;

THENCE N 87°52'13" E, 240.00 feet along the south line of said Sugarland Properties, Inc. tract and north line of said Keenan tract;

THENCE S 01°51'20" E, 1555.05 feet to a point in the south line of said Keenan tract;

THENCE S 87°46'51" W, 240.00 feet along the south line of said Keenan tract to a point in the east line of said 32.5615 acre tract;

THENCE N 01°51'20" E, 1555.42 feet along said east line to the POINT OF BEGINNING and containing 8.5688 acres.

Return to:
Vinson & Elkins
2800 First City Tower
Houston, Texas 77002
Attn: Holly Hubenek

12p

STATE OF TEXAS
JAMES C. KLEIN
3354
REGISTERED
PUBLIC SURVEYOR

STATE OF TEXAS COUNTY OF FORT BEND
I, h[illegible] this instrument was filed on the date and ti[illegible] hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

COUNTY COURT OF FORT BEND COUNTY, TEXAS

County Clerk, Fort Bend Co., Tex.

EXHIBIT D

AS PER ORIGINAL

AS PER ORIGINAL

OFFICIAL RECORDS 1906 2522

00511

ESPEY, HUSTON & ASSOCIATES, INC.

1591 554

FN037 0032

METES AND BOUNDS DESCRIPTION

November 1983
EH&A JOB NO. 1410-61

Being a tract of land situated in the S. M. Williams League, A-97, Fort Bend County, Texas. Said tract being more particularly described as follows:

COMMENCING at the southwest corner of Sugarland Properties Incorporated, as recorded in Volume 607, Page 129 of the Fort Bend County Deed Records, and Levee Improvement District No. 2, said point being on the common line between the Alexander Hodge League, A-32, and the S. M. Williams League, A-97, of Fort Bend County, Texas;

THENCE, South 01°51'20" East, 3,103.83 feet along the common line between the Alexander Hodge League and the S. M. Williams League to a point for corner;

THENCE, North 88°08'40" East, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 299.92 feet to the northwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 88°08'40" East, 70.00 feet to the northeast corner of the tract herein described;

THENCE, South 01°51'20" East, 255.00 feet to a point for corner;

THENCE, South 88°08'40" West, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 833.96 feet to a point on the high bank of the Brazos River, at the southeast corner of the tract herein described;

THENCE, North 56°43'11' West, 36.68 feet along the high bank of the Brazos River to the southwest corner of the tract herein described;

THENCE, North 01°51'20" West, 1,067.85 feet to the POINT OF BEGINNING and containing 0.9769 acre.

FILED

'85 JAN -9 P12:01

COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

JAN 1 1 1985

County Clerk, Fort Bend Co., Tex.

EXHIBIT E

All that tract, parcel or strip of land containing 1.2432 acres, located in the S. M. Williams League Abstract No. 97 Fort Bend County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

COMMENCING at a point in the common survey line between the Alexander Hodge Survey, A32, and the S. M. Williams Survey, A-97, said point marking the Southwest corner of Sugarland Properties, Inc. and the Levee Improvement District No. 2 of Fort Bend County, Texas;

THENCE S 01° 52' 38" E, 3105.02 feet along said common survey line to the POINT OF BEGINNING:

THENCE N 88° 07' 22" E, 40.00 feet to a point for corner;

THENCE S 01° 52' 38" E, 1368.00 feet to a point for corner;

THENCE N 56° 31' 17" W, 49.04 feet to a point for corner;

THENCE N 01° 52' 38" W, 1339.62 feet to the POINT OF BEGINNING and containing 1.2432 acres (54,150 square feet) of land.

EXHIBIT F

ESPEY, HUSTON & ASSOCIATES, INC.

OFFICIAL RECORDS

FN057

METES AND BOUNDS DESCRIPTION
DITCH "H"
Right-of-way Widening

November 1983
EH&A JOB NO. 1410-61

Being a 40-foot wide tract of land situated in the S. M. Williams League, A-97, Fort Bend County, Texas. Said tract being more particularly described as follows:

COMMENCING at the southwest corner of Sugarland Properties Incorporated, as recorded in Volume 607, Page 129 of the Fort Bend County Deed Records, and Levee Improvement District No. 2, said point being on the common line between the Alexander Hodge League, A-32, and the S. M. Williams League, A-97, of Fort Bend County, Texas;

THENCE, South 01°51'20" East, 1,555.42 feet along the common line between the Alexander Hodge League and the S. M. Williams League to the POINT OF BEGINNING of the tract herein described;

THENCE, North 87°46'51" East, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 1,548.66 feet to a point for corner;

THENCE, South 88°08'40" West, 40.00 feet to a point in the common line between the Alexander Hodge League and the S. M. Williams League;

THENCE, North 01°51'20" West, 1,548.40 feet along the common line between the Alexander Hodge League and the S. M. Williams League to the POINT OF BEGINNING and containing 1.4219 acres.

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

DEC 30 1986

County Clerk, Fort Bend Co., Tex.

FILED
'86 DEC 24 A11:22
Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

EXHIBIT G

Drainage
2

00414

AS PER ORIGINAL

0032

MAYOR, DAY & CALDWELL

1900 REPUBLICBANK CENTER
HOUSTON, TEXAS 77002
TWX 910-881-6917
CABLE MAYDAYHOU
(713) 225-7000

P.O. BOX 61269
HOUSTON, TEXAS 77208

December 11, 1986

By Messenger

Commissioner Alton B. Pressley
1809 Eldridge
Sugarland, Texas 77478

Dear Commissioner:

As we discussed by telephone Thursday, enclosed are resolutions for the Fort Bend County Commissioners Court and Fort Bend County Drainage District authorizing acceptance of the Clodine Ditch license and easement and allowing Fort Bend Levee Improvement District No. 12 to do the necessary work to widen and deepen the Clodine Ditch. I am also enclosing an extra copy of the license and easement for execution.

At the request of Mr. Wagenbach, I am sending him copies of these resolutions for his review. Please call me at 225-7116 or Bob Collie at 225-7010 if you have any questions about these resolutions.

I would appreciate if you would have executed copies of the resolutions, license and easement returned to me at the above address.

Thank you for your consideration of this matter.

Sincerely,

MAYOR, DAY & CALDWELL

Kim MacAskill

Kim MacAskill

Attorneys for Fort Bend County
Levee Improvement District No. 12

KAM:kz
Enclosures
cc: Larry D. Wagenbach (w/encl.)
Harry B. Walker (w/encl.)
Richard Harned (w/encl.)
Roy Behrens (w/encl.)
Harlan Smith (w/encl.)
Ted Sceary (w/encl.)
Robert M. Collie, Jr. (Firm) (w/encl.)
KM1186/019

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE DEPARTMENT OF ARMY'S LICENSE FOR THE PURPOSE OF USING CERTAIN LAND AS A TEMPORARY WORK AREA RELATED TO THE CLODINE DITCH; AND AUTHORIZING CERTAIN WORK.

WHEREAS, the Fort Bend County Commissioners Court deems it necessary and proper and in the best interest of the citizens of Fort Bend County to accept a license from the Department of Army for the purpose of using certain land as a temporary work area during construction activities necessary to widen and deepen the Clodine Ditch; and

WHEREAS, the Fort Bend County Commissioners Court deems it necessary and proper and in the best interest of the citizens of Fort Bend County to authorize Fort Bend County Levee Improvement District No. 12 to perform the necessary work to widen and deepen the Clodine Ditch;

NOW, THEREFORE BE IT RESOLVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, as follows:

Section 1. That Fort Bend County hereby accepts the Department of Army's license number DACWC64-3-87-4 attached hereto as Exhibit A for the purpose of using certain Department of Army land as a temporary work area during construction activities necessary to widen and deepen the Clodine Ditch, and further that the County Judge is hereby authorized to evidence such acceptance by signing such license.

Section 2. That Fort Bend County Levee Improvement District No. 12 is hereby authorized to perform the necessary work to widen and deepen the Clodine Ditch on behalf of the Fort Bend County in accordance with the plan submitted to and approved by the Department of Army's Engineer District - Galveston and authorized under Easement No. DACWC64-2-87-3 at the location shown in the Exhibit A to such easement.

PASSED the 15 day of December, 1986 by a vote of 3 "Ayes" in favor and 0 "Noes" against, with 3 (number) Commissioners present and voting.

APPROVED the 15 day of December, 1986.

Jodie E. Stavinoha
County Judge

ATTEST:

Jeanne Wilson

KM1286/018

SEE COMMISSIONERS COURT MINUTES 12/15/86

HARRIS - GALVESTON COASTAL SUBSIDENCE DISTRICT
1660 West Bay Area Blvd. Friendswood, Texas 77546-2640 (713) 486-1105

00416 4

0032

DATE REC'D.	NOV 06 1986	
STANLEY	✓	
DAVID		
MARK		
BLAINE		
KARL		
DAN		
RON		
GLEN		

November 3, 1986

Mr. Stanley Kucherka
County Engineer
Fort Bend County
Fort Bend County Courthouse
500 Jackson
Richmond, Texas 77469

Dear Stanley:

Enclosed are two signed copies of the agreement between Fort Bend County and the Harris-Galveston Coastal Subsidence District, providing for 262 kilometers of leveling and the establishment and observation of nine global positioning system stations. The cost of the work to Fort Bend County is $105,000.

Please have both copies of the ageement signed and return one to the District. If you have any questions about the provisions of the contract, please feel free to contact me.

Sincerely,

Ronald J. Neighbors
General Manager

RJN/al

Enclosures

RESOLUTION NO. 86-361

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PROVIDE FOR RELEVELING WITHIN FORT BEND COUNTY

WHEREAS, Section 33 of House Bill 552 provides that the District may conduct any studies and research that the Board considers necessary to implement the provisions of the Act; and

WHEREAS, Section 34 of House Bill 552 provides that the Board may cooperate with and request the assistance of the Texas Water Development Board, the United States Geological Survey, local governments, other agencies of the United States, and the State of Texas in implementing the provisions of the Act; and

WHEREAS, Section 35 of House Bill 552 provides that the Board may enter into contracts with any person to carry out the provisions of the Act; and

WHEREAS, interim releveling surveys were conducted in 1976 and 1983, and a regional releveling survey was conducted in 1978 ; and

WHEREAS, the Harris-Galveston Coastal Subsidence District has entered into a contract with the National Oceanic and Atmospheric Administration, agreeing to perform 356 kilometers of double-run leveling, 1573 kilometers of double-simultaneous leveling and the installation and observation of eighty global positioning stations at a cost not to exceed $789,500.00; and

WHEREAS, said agreement includes 11 kilometers of double-run leveling, 251 kilometers of double-simultaneous leveling and the installation and observation of nine global positioning stations located in Fort Bend County; said items having been estimated to cost $105,000.00; and

WHEREAS, responsible officials of Fort Bend County have expressed a desire to have such items included in said agreement between the Harris-Galveston Coastal Subsidence District and the National Oceanic and Atmospheric Administration and to reimburse the Harris-Galveston Coastal Subsidence District for the estimated cost of $105,000.00; and

WHEREAS, the Technical Committee of the Board of Directors has recommended that said releveling be conducted in Fort Bend County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HARRIS-GALVESTON COASTAL SUBSIDENCE DISTRICT THAT:

1) The General Manager of the District is authorized to enter into an agreement with Fort Bend County, a copy of which is included herein and incorporated herein in full, to provide for the releveling project as described herein;

2) The General Manager is further authorized to take any and all action necessary to implement this resolution.

AND IT IS SO ORDERED.

PASSED AND ADOPTED ON THIS THE 8TH DAY OF OCTOBER, 1986.

HARRIS-GALVESTON COASTAL SUBSIDENCE DISTRICT

BY: James E. Box
Chairman

ATTEST:

Edgar C. Barlow
Secretary

COOPERATIVE AGREEMENT BETWEEN THE HARRIS-GALVESTON COASTAL SUBSIDENCE DISTRICT AND FORT BEND COUNTY

I. GENERAL INFORMATION:

Subsidence has a profound effect on the management of business activities and the protection of life and property. The Harris-Galveston Coastal Subsidence District (HGCSD) has an ongoing program to monitor and control the withdrawal of groundwater to reduce subsidence. It is HGCSD's intent to perform extensive releveling projects in the greater Houston area at approximate ten-year intervals, and mini-releveling projects in the immediate Houston area at appropriate five-year intervals. In 1978 and 1983 HGCSD requested the National Oceanic and Atmospheric Administration (NOAA) to manage and assist in releveling projects to provide data essential to this effort. HGCSD has executed an agreement to provide for the support and assistance of NOAA, and other interested Federal, state, and local agencies, in another extensive releveling and Global Positioning System (GPS) project in this area in 1986-1987. This document provides the details and terms of the HGCSD-Fort Bend County (County) cooperative agreement to accomplish that portion of the project within the boundaries of the County. (See attached map)

1. This agreement is based on the agreement between the United States Department of Commerce (DOC), NOAA, and HGCSD, a copy of which is included herein and incorporated herein in full. NOAA is responsible for the establishment and maintenance of the National Geodetic Reference System (NGRS). The surveys performed under this agreement will assist in validating the NGRS.

2. The approximate planned time frame for the releveling and GPS surveys is January 5, 1987, through April 15, 1987. NOAA has agreed to perform bench mark recovery and setting activities during the approximate time frame September 8, 1986, through December 15, 1986. NOAA will analyze all data and provide adjusted elevations and positions to HGCSD approximately by October 1, 1987. HGCSD will make such data available to Fort Bend County upon receipt.

II. PURPOSE:

The purpose of this agreement is to provide for the technical management and coordination of a releveling and GPS survey project along designated lines of NGRS within Fort Bend County.

III. DEFINITIONS:

Geodetic control surveys will be performed in accordance with "Standards and Specifications for Geodetic Control Networks" (September, 1984), FGCC, approved by OMB and "Proposed Geometric Geodetic Survey Standards and Specifications for Geodetic Surveys Using GPS Relative Positioning Techniques," (September 1, 1986 Version 4), FGCC Preliminary Document.

IV. RESPONSIBILITIES OF AGENCIES:

1. The HGCSD, in accordance with the attached agreement with NOAA, agrees to:

   a. Provide for a 1- or 2-day workshop during the project for observers and recorders of participating agencies.

   b. Provide for the overall technical management and coordination of approximately 262 km of releveling in Fort Bend County, Texas, to be performed by level units from NOAA and other cooperating Federal, state, and local agencies, if required. Approximately 11 km will be leveled in both forward and backward directions (double-run) and approximately 251 km will be leveled in one direction only (double-simultaneous). Releveling will conform to first-order, class II specifications as defined in the "Standards and Specifications for Geodetic Control Networks" (September 1984), FGCC, approved by OMB, and as amended by NOAA technical survey instructions.

   c. Provide for overall technical management and coordination of the establishment of approximately 9 GPS stations in Fort Bend County, Texas. GPS observations will be performed by NOAA personnel, assisted by two (2) Texas State Highway Department personnel with two (2) GPS receivers. GPS observations will be performed in accordance with Order B as defined in "Proposed Geometric Geodetic Survey Standards and Specifications for Geodetic Surveys Using GPS Relative Positioning Techniques," (September 1, 1986 Version 4), FGCC Preliminary Document.

   d. Provide for sufficient field personnel to perform the required surveys and coordinate the field activities of other participating agencies, if required.

   e. Provide for training and technical direction to monitor activities of all other participating leveling and GPS personnel, if required.

   f. Provide for the preparation of separate agreements for the transfer of funds from other Federal agencies to NOAA to be used for this project, if required.

   g. Consult with Federal, state, and local agencies and other interested parties in planning the level lines and GPS stations. Primary consideration will be given to the lines required by Fort Bend County.

   h. Provide for the establishment of 9 class A monuments at GPS stations to be observed.

   i. Provide planning, reconnaissance, bench mark recovery and setting, surveys, adjustment, and publication of the data for the project at an estimated cost $105,000.

2. FORT BEND COUNTY agrees to:

   a. Provide funding on an actual cost basis to HGCSD to accomplish this project, but not to exceed $105,000. This is to be accomplished by the payment of the total cost being paid at the completion of the releveling and GPS surveys, or at such time as HGCSD pays said cost to the NOAA.

   b. Consult with the HGCSD and other interested agencies in determining the level lines to be surveyed and GPS stations to be established.

   c. Assist the HGCSD in coordinating activities with other Federal, state, and local agencies before and during the project.

V. PROGRAMMING, BUDGETING, FUNDING AND REIMBURSABLE: ARRANGEMENTS:

1. Within the terms of this agreement, budgeting, funding, and reimbursements will be accomplished by the respective parties entering into this agreement in accordance with the responsibilities contained herein.

2. The HGCSD participation in this project is subject to the terms of the attached agreement with NOAA, budgetary limitations and administrative approval.

VI. PROCEDURES FOR INSPECTION/QUALITY ASSURANCE:

The NOAA will be responsible for inspection and quality assurance of the entire project. The NOAA will provide technical management and control over NOAA and other releveling and GPS units engaged in this project.

VII. PUBLICATION

The results of the geodetic survey will be made a part of NGRS and will be published by NOAA, and thereby will be placed in the public domain.

VIII. PUBLIC AFFAIRS/PRESS LIAISON:

Press releases or other public announcements regarding this project may be prepared by HGCSD, NOAA or Fort Bend County, each of which shall consult with the other prior to distribution.

IX. DATA RIGHTS:

There are no restrictions on the use by private and governmental agencies of data produced by this agreement. Such data is considered to be in the public domain.

X. SUBSIDIARY AGREEMENTS:

Additional working agreements, regarding specific cooperative efforts, if needed, shall be effected in writing by both parties as the need arises.

XI. THIRD PARTY LIABILITY:

Fort Bend County will be responsible for liability to third parties for any acts arising out of the performance of official duties by its employees in accordance with applicable state our county law.

XII. AMENDMENTS AND REVIEW:

This agreement may be amended at any time by the mutual consent of the parties concerned. It may be subject to reconsideration at such other times as may be required and as agreed to by the parties entering into the agreement.

XIII. OTHER PROVISIONS:

Nothing herein is intended to conflict with current directives or applicable law of each participating agency. If the terms of this agreement are inconsistent with existing directives or with applicable law of any of the parties entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, such changes as are deemed necessary will be accomplished by either an amendment to this agreement, or by entering into a new agreement, which ever is deemed expedient to the interest of both parties.

Should disagreement arise as to the interpretation of the provisions of this agreement, or amendments, and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other party for consideration at least thirty (30) days prior to forwarding to respective higher quarters for appropriate resolution.

XIV. TERMS OF THE AGREEMENT:

This Agreement will become effective upon the signature of both the approving officials of the respective parties entering into this agreement, and will remain in effect until terminated by (1) mutual agreement, (2) thirty (30) days advance written notice by either party, or (3) completion of the objectives of this agreement.

In the event of termination prior to completion of the objectives of this agreement, all direct and indirect phasing-out costs shall be paid by the party requesting termination. Termination costs claimed shall not exceed the actual costs incurred as a result of termination of the project.

APPROVED:

Fort Bend
County

Date 12/15/86

Harris-Galveston Coastal
Subsidence District

Date 10-10-86

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 22, 1986
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 15, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

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

5. Sheriff Gus George, re: (1) Request additional allocation of $8,300 from the Revenue Sharing account for school crossing guards at Highlands Elementary; (2) Accept check in the amount of $572.39 from the City of Needville as payment of their share of operating cost for the Fort Bend County Law Enforcement Acadeny & budget into Academy account; (3) Request to advertise for bids for 19 automobiles for Sheriff's Dept. (funds available in 1987 budget).

6. Cindy Reeves, Animal Control Officer, re: request to advertise for bids for 1/2 ton pickup and approve specs for same.

7. Consider approval of bond & oath for reserve deputy Phillip David Rehak; and consider approval of one additional full-time deputy constable to begin Jan. 1, 1987 for Constable, Precinct 3.

8. Discuss limits of liability insurance for bid specifications.

9. Advertise for ~~bids~~ RFPs for County insurance.

10. Advertise for RFP's for 1987-89 bank depository contracts.

11. Consider approval of lease agreement for office space in Needville for Precinct 2 Justice of the Peace & Constable and Tax Office, and authorize Justice of the Peace, Prct. 2, Place 2 to hold Court at that location.

12. Consider approval of interlocal agreements with Fort Bend I.S.D. and various cities in Precinct 3.

13. Consider approval of interlocal agreements with various entities in Precinct 2.

14. Consider abandonment of existing easement and acceptance of new easement along Rabbs Bayou through the Williams Tract.

15. Transfer funds to Capital Projects Fund for Precinct 3.

16. Set public hearing date for replat of "The Lakes of Austin Park" in First Colony, Precinct 4.

17. 10:00 a.m. - Continue public hearing on the creation of Fort Bend Levee Improvement District #8 in Precinct 2 and consider taking action on same.

18. Accept resignation of Precinct 1 Constable Henry Hejl and make appointment to fill vacancy.

19. Consider request from Precinct 2 to use wrecked 1983 1/2-ton pickup for salvage.

20. Consider renewal of tower lease agreement with Houston Rental Towers on 440-foot Rosenberg tower.

21. Consider application from Southwestern Bell Telephone to lay cable across Cottonwood-Church Rd. in Precinct 1.

22. Consider request to advertise for bids for bridge steel for ~~Debra~~ Deborah Street Bridge in accordance with specifications submitted by Engineer.

23. Consider approving specifications on automobiles.

CONTINUED

24. Consider accepting bids for the following: (1) Food for County Jail/ Juvenile Detention (#86-125); (2) Two or more new 12-14 yard dump trucks (#86-128); (3) Three or more new 6-8 yard dump trucks (#86-129); (4) Microfilm equipment (#86-130); (5) Finishing work - Precinct #3 maintenance facility (#86-131); (6) Truck shed - Precinct #3 maintenance facility (#86-132); (7) Janitorial service for Courthouse Complex (#86-121).

25. Consider termination of existing contract and consider appointing Medical Director for Fort Bend County E.M.S.

26. Consider contract for the collection of delinquent taxes.

27. Discuss and take action on adding a step system to pay grades in the Fort Bend County Classification & Compensation Program.

28. Meet in Closed Session to discuss litigation and personnel matters as authorized by Article 6252-17, Section 2 (e)&(g), V.T.C.S.

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

30. Approve bills.

31. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.

DEC 18 1986

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, December 18, 1986 at 3:10 p.m. by N. Lindsey.

12:20

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, DECEMBER 22, 1986

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
1:30 O'CLOCK P.M.

The following item should be added to the Commissioners Court agenda of December 22nd to be considered at or after 1:30 p.m.:

MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (f), V.T.C.S, AND CONSIDER TAKING ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION.

FILED FOR RECORD
NO. _____ TIME 10:30 A.M. P.M.

DEC 22 1986

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

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, Richmond, Texas on Monday, December 22, 1986 at 10:35 a.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 22ND day of DECEMBER, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

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

1. APPROVE MINUTES OF MEETING OF DECEMBER 15, 1986:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 15, 1986.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for the following: (Recorded in minutes in full)

   HEALTH DEPT.
   CONSTABLE PRECINCT #1
   EMERGENCY MANAGMENT
   DISTRICT ATTORNEY
   MISC. ADMINISTRATIVE DEPT. (take from Contingency Fund)
   PRECINCT #3 FM/LR
   DATA PROCESSING
   240TH DISTRICT JUDGE
   PRECINCT #3 R & B

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

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for COUNTY ENGINEER, COUNTY JUDGE, COMMISSIONER PRECINCT #2, EXTENSION SERVICE, EMERGENCY MANAGEMENT, COUNTY CLERK, COUNTY TREASURER, COUNTY TAX ASSESSOR/COLLECTOR. (Recorded in minutes in full)

5. SHERIFF GUS GEORGE, RE: (1) REQUEST ADDITIONAL ALLOCATION OF $8,300 FROM THE REVENUE SHARING ACCOUNT FOR SCHOOL CROSSING GUARDS AT HIGHLANDS ELEMENTARY; (2) ACCEPT CHECK IN THE AMOUNT OF $572.39 FROM THE CITY OF NEEDVILLE AS PAYMENT OF THEIR SHARE OF OPERATING COST FOR THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY & BUDGET INTO ACADEMY ACCOUNT; (3) REQUEST TO ADVERTISE FOR BIDS FOR 19 AUTOMOBILES FOR SHERIFF'S DEPT. (FUNDS AVAILABLE IN 1987 BUDGET):

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

HEALTH DEPT. DEPT.		FROM	TO	INCREASE (DECREASE)
0701	CONFERENCES	2000.00	1990.00	(10.00)
2000	UTILITIES	6000.00	6010.00	10.00

DATE: 12/22/86

DEPARTMENT HEAD: Helen Lou Whitten

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

AS PER ORIGINAL 00428

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 1 DEPT.	FROM	TO	INCREASE (DECREASE)
Office Supplies	2500.00	2580.00	80.00
Tires & Tubes	550.00	610.00	60.00
Repairs & Maint./Mtr. Equipt.	4000.00	3860.00	(140.00)

DATE: 12-22-86

DEPARTMENT HEAD: H. Daughn. for H. H. Hejl

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 22 day of December, 1986, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Emergency Management DEPT.	FROM	TO	INCREASE (DECREASE)
1010 Property & Equipment	11,000.00	10,023.99	(976.01)
1050 Repairs To Equipment	3,000.00	3,107.82	107.82
1062 Office Supplies	2,606.28	3,474.47	868.19

DATE: 12-18-86

DEPARTMENT HEAD: Mel L Speed

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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 Attorney DEPT.	FROM	TO	INCREASE (DECREASE)
Fees & Services	22,000.00	20,500.00	(1500.00)
Office Supplies	20,000.00	21,500.00	1500.00

DATE: 12/18/86

DEPARTMENT HEAD: W A Deitzen

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

00431 (3)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Misc. Administrative DEPT.	FROM	TO	INCREASE (DECREASE)
Insurance	400,000.00	599,417.94	~~199,417.94~~ 241,432.94
Election Expense	78,681.73	84,201.55	5,519.82
Outreach Program	1,400.00	2,053.21	653.21
Contingency Fund	633,594.01	426,903.04	~~(206,690.97)~~ 248,925.97
Rural Fire Calls	263,075.00	264,175.00	1,100.00

DATE: 12-22-86

DEPARTMENT HEAD: [signature]

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 22nd **day of** December, 1986, **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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

EM/LR	DEPT.	FROM	TO	INCREASE (DECREASE)
Repair and Parts	7007	75,000.00	77,706.79	2,706.79
Gas and Oil	7005	70,000.00	67,293.21	(2,706.79)

DATE: December 22, 1986

DEPARTMENT HEAD: Alton B Pressley

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Data Processing	DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries	0200	577,224	517,030	(60,194)
Longevity	0250	2,200	1,850	(350)
Social Security	0300	41,572	36,772	(4,800)
Retirement	0400	40,700	35,700	(5,000)
Trans. & Travel	0700	4,000	2,885	(1,115)
Office Supplies	1062	40,700	41,642	942

DATE: December 18, 1986

DEPARTMENT HEAD: Charles W. Miller/ Charles W. Miller 12/18/85

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL 00434

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Data Processing	DEPT.	FROM	TO	INCREASE (DECREASE)
Rentals	3020	54,000	91,241	37,241
Software Purchases	3040	35,100	38,591	3,491
Fees & Services	4010	126,400	156,331	29,931
Conferences	0701	7,000	6,854	(146)

DATE: December 18, 1986

DEPARTMENT HEAD: Charles W. Miller/ Charles W. Miller 12/18/86

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

AS PER ORIGINAL 00435

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986, at a _____ Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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

AYES: _____

NAYES: _____

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

240th Dist. Court DEPT.	FROM	TO	INCREASE (DECREASE)
1050 0010 1010 Property & Equip	1,000.00	1,165.00	INCREASE 165.00
1050 0010 4010 Fees & Services	175,000.00	174,835.00	(DECREASE) (165.00)

DATE: 12/16/86

DEPARTMENT HEAD: C. A. Dickerson

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL 00436

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 22nd **day of** December, 1986, **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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, **the Court heard and approved a budget for the year** 1986 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 1986,** adopted November 25, 1985.

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:

R & B #3	DEPT.	FROM	TO	INCREASE (DECREASE)
Fees and Services	4010	47,496.26	42,823.79 ~~41,657.39~~	(-4,672.47) ~~(-5,838.87)~~
Road Materials	5031	594,785.85	598,757.98	3,972.13
Repairs and Parts	7007	30,000.00	31,866.74	1,866.74
Conf/Seminars/Trng	0701	3,000.00	2778.06	(-221.94)
Utilities	2000	15,000.00	14055.54	(-944.46)

DATE: December 22, 1986

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

RECEIVED DEC 22 [redacted] COUNTY JUDGE

(4)

COUNTY OF FORT BEND

Travel Authorization

00437

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 12/22/86

Date of Return 12/23/86

Purpose of Trip: to attend public hearing on Boling Dome injection wells

Places to be Visited: Stephen F. Austin Building

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

x Stanley L. Kucherka

Name: Stanley L. Kucherka, Jr., P.E.

12/16/86
Date

Drng. Dist. Mgr./Co. Eng.
Title

* *

Approved: Commissioners' Court

J. Stevenson
County Judge

12-22-86
Date

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

RECEIVED
DEC 19
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

00438

TO: COMMISSIONERS' COURT

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

P. Johnnie Cooper

Period: Date of Departure January 8, 1987

Date of Return January 10, 1987

Purpose of Trip: Texas Association of Fairs and Expositions Annual Meeting

Places to be Visited: Dallas Marriott Quorum, Dallas, Texas

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

Name

December 17, 1986
Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

12-22-86
Date

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

RECEIVED
DEC 18 1986
COUNTY JUDGE

COUNTY OF FORT BEND

00439

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 12-22-86

Date of Return 12-23-86

Purpose of Trip: To attend hearing of Texas Water Commission on the application of United Resource Recovery, Inc for waste plant

Places to be Visited: Stephen F. Austin Bldg., Austin, Texas

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

Name

Date

Comm Pct 2

Title

* *

Approved: Commissioners' Court

County Judge

12-22-86

Date

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

AS PER ORIGINAL 00-140

COUNTY OF FORT BEND

Travel Authorization

RECEIVED DEC 18 1986 COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Mel L. Speed

Period: Date of Departure January 4, 1987

Date of Return January 9, 1987

Purpose of Trip: Attend course on Disaster Recovery at Division of Emergency Management Austin and to assist in instructing another course.

Places to be Visited: Austin, Texas

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

Melvin L Speed
Name

December 18, 1986
Date

County Coordinator
Title

Expenses to be piad by State, no cost to county.

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-22-86
Date

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

PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

DEC 18 1986
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Melvin L. Speed

Period: Date of Departure Febuary 17, 1987

Date of Return Febuary 19, 1987

Purpose of Trip: Attend State Emergency Management Conference

Places to be Visited: Austin, Texas

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

Melvin L Speed
Name

December 18, 1986
Date

County Coordinator
Title

* *

Approved: Commissioners' Court

J. Stavenhe
County Judge

12-22-86
Date

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

00442

RECEIVED
DEC 18 1986
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

SHIRLEY DAVIS
GLENDA BENOIT

Period: Date of Departure JAN 8

Date of Return JAN 9

Purpose of Trip: Study election / VR and probate in Bexar & Comal Co

Places to be Visited: San Antonio / New Braunsfels

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

Dianne Wilson
Name

12-22-86
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stevenson
County Judge

12-22-86
Date

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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Kathy Hynson

Period: Date of Departure 1-04-87

Date of Return 1-07-87

Purpose of Trip: Federal Emergency Management Seminar

Places to be Visited: Seminar to be conducted at Howard Johnson's Motor Lodge at the intersection of IH 35 and 183, Austin, Texas

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

Marsha P. Gaines
Name

12-15-86
Date

Marsha P. Gaines
Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

County Judge

12-22-86
Date

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

Request additional allocation of $8,300 from the Revenue Sharing Account for school crossing guards at Highlands Elementary:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve an additional allocation of $8,300 from the Revenue Sharing Account for school crossing guards at Highland Elementary. (Recorded in minutes in full)

Accept check in the amount of $572.39 from the City of Needville as payment of their share of operating cost for the Fort Bend County Law Enforcement Academy & budget into Academy account:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept check in the amount of $572.39 from the City of Needville as payment of their share of operating cost for the Fort Bend County Law Enforcement Academy and rebudget into Academy account. (Recorded in minutes in full)

Request to advertise for bids for 19 automobiles for Sheriff's Dept. (funds available in 1987 budget):

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for 19 automobiles for Sheriff's Dept. (Recorded in minutes in full)

6. CINDY REEVES, ANIMAL CONTROL OFFICER, RE: REQUEST TO ADVERTISE FOR BIDS FOR ½ TON PICKUP AND APPROVE SPECS FOR SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for ½ ton pickup and approve specs for same. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF BOND & OATH FOR RESERVE DEPUTY PHILLIP DAVID REHAK; AND CONSIDER APPROVAL OF ONE ADDITIONAL FULL-TIME DEPUTY CONSTABLE TO BEGIN JAN. 1, 1987 FOR CONSTABLE, PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve bond & oath for Phillip David Rehak as Reserve Deputy for Constable, Precinct 3.

Bob Parker request an additional reserve deputy.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve one additional temporary full time deputy position for Constable Precinct 3 to be funded from January thru March 1987 (approximately $7,263.00). Funds to come from Contingency Fund. (Recorded in minutes in full)

Bob Parker request an additional full time deputy.

8. DISCUSS LIMITS OF LIABILITY INSURANCE FOR BID SPECIFICATIONS:

Kathy Hynson, County Treasurer discussed limits of liability insurance.

Randall Hynson, Insurance Agent discussed the availability of additional insurance.

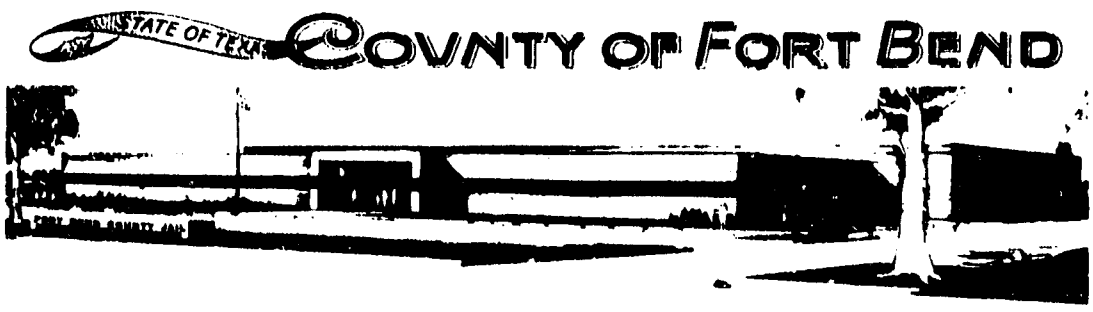
9. ADVERTISE FOR RFP'S FOR COUNTY INSURANCE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to request for proposals for medical, professional, property, dental, law enforcement and miscellaneous.

5(1) 00445

AS PER ORIGINAL

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

December 16, 1986

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

Gentlemen:

On August 18, 1986 Commissioners' Court approved three (3) additional school crossing guards for the Highlands Elementary School in Fort Bend County; salaries to be funded from Revenue Sharing. This addition has created a deficit of eighty three hundred dollars ($8300.00) in the Revenue Sharing account.

We would request Commissioners' Court allocate an additional eighty three hundred dollars ($8300.00) for the Revenue Sharing account to complete the 1986 - 1987 fiscal school year.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George

Gus George
Sheriff

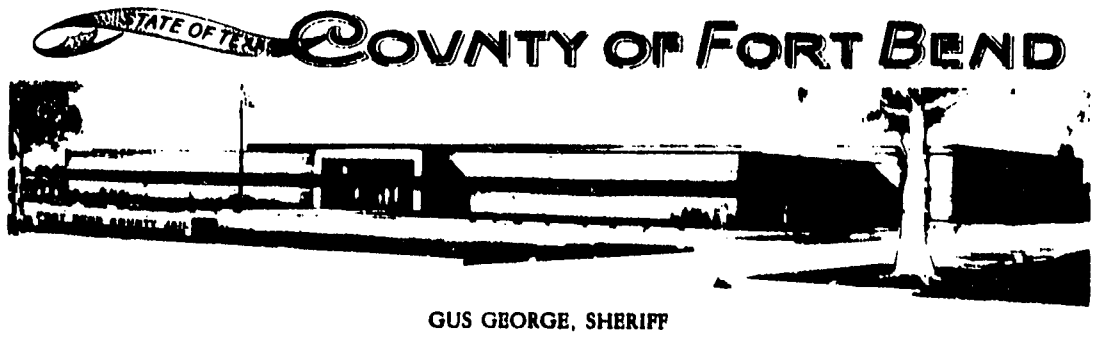
GG/jj

cc: Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer
Dianne Wilson, County Clerk

Mr
Di

AS PER ORIGINAL 5(2)

00446



0032

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

December 17, 1986

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

Request the following item be included on the Commissioners' Court Agenda for Monday, December 22, 1986.

> Accept check in the amount of $572.39 from the City of Needville as payment of their share of operating costs for the year 1987 for the Fort Bend County Law Enforcement Academy, and budget into the Academy account.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor
Lieutenant Don Martin, Academy Director

ORIGINAL 5(3)

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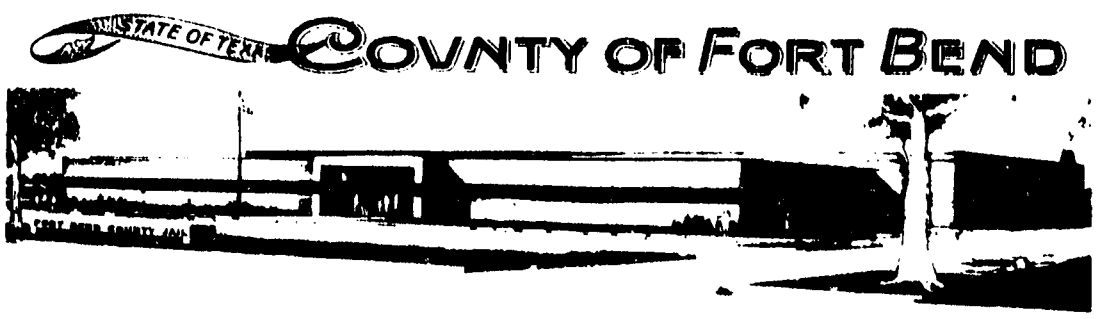
0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

December 18, 1986

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

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, December 22, 1986.

1) Request Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for nineteen (19) automobiles for the Fort Bend County Sheriff Department. Specifications are attached for your approval. Funds have been approved in the Sheriff Department 1987 Budget.

This request for automobiles includes the following:

18 each	Specification # 1
1 each	Specification # 2

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj

cc: Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor
Dianne Wilson, County Clerk

SPECIFICATION # 1

FULL SIZE AUTOMOBILE, POLICE EQUIPPED

All units furnished under this specification are to be 1987 full size police models, wheel base over 112". These units shall have an EPA estimated MPG of not less than 17 MPG. All units are to be furnished with standard equipment and accessories, as listed in the manufacturer's printed literature for the models bid, plus the following:

Bidders shall indicate exactly the equipment and options bid in the column on the right.

ENGINE: Minimum 5.0L, V8 _____

TRANSMISSION: Three-speed automatic, heavy duty with low gear lock-out _____

TRANSMISSION COOLER: Hayder or equal, factory installed _____

BODY STYLE: 4-Door Sedan _____

AIR CONDITIONING: Factory Installed _____

TINTED GLASS: Complete _____

POWER BRAKES: Heavy duty police front & rear _____

SEATS: Heavy duty police front & rear, front to be split bench, 60/40, 50/50, or 55/45 _____

INTERIOR: Heavy duty vinyl, front & rear _____

SUSPENSION: Police type front & rear springs and shock absorbers, overload in rear, Monroe load levelers or equal factory installed _____

COOLING SYSTEM: Radiator to be heavy duty, maximum capacity offered by manufacturer. System must include shroud, slip clutch, minimum five blade fan and coolant recovery _____

POWER STEERING _____

TILT STEERING WHEEL _____

MIRRORS: Left & right outside rear view, remote control _____

00539 (7)

AS PER ORIGINAL

APPLICATION FOR EMPLOYMENT

FORT BEND COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF HANDICAP STATUS
AN EQUAL OPPORTUNITY EMPLOYER

FORT BEND COUNTY

PLEASE READ CAREFULLY *PRINT OR TYPE/USE BLACK INK* DATE 10-31-86

FULL NAME - LAST	FIRST	MIDDLE	SOCIAL SECURITY NUMBER
REHAK	PHILLIP	DAVID	

PRESENT ADDRESS - STREET	CITY	STATE	ZIP CODE	DATE & PLACE OF BIRTH
2510 Grants Lake Blvd. #81	Sugarland	TX	77478	9-2-63 Wharton, Tx

LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE
1717 Briar Ln. #60 Wharton, Tx 77488

TELEPHONE:
BUSINESS 409 657-4548
RESIDENCE 713 980-9367

REFERRED BY: Self

NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS: NONE

DRIVERS LIC. NO. 00218782
TYPE: CLASS A - Chauffers

ONLY US CITIZENS OR ALIENS WHO HAVE A LEGAL RIGHT TO WORK AND REMAIN PERMANENT IN THE U.S. ARE ELIGIBLE FOR EMPLOYMENT

US CITIZEN/PERMANENT RESIDENT ALIEN: ☑ YES ☐ NO

ALIEN REGISTRATION NO.

IF NOT, WHAT IS YOUR VISA STATUS? ☐ STUDENT ☐ EXCHANGE STUDENT ☐ VISITOR
OTHER-EXPLAIN

NOTIFICATION IN CASE OF EMERGENCY
NAME: Carol Rehak - wife
ADDRESS: 2510 Grants Lake Blvd #81 Sugarland, Tx
PHONE: (713) 980-9367

TYPE OF EMPLOYMENT DESIRED: ☑ FULL TIME ☐ TEMPORARY ☑ PART TIME ☐ SUMMER

SALARY EXPECTED:

DATE AVAILABLE FOR WORK: Nov. 1, 1986

CAN YOU:
PERFORM SHIFT WORK ☑ YES ☐ NO
WORK OVERTIME (IF NECESSARY)? ☑ YES ☐ NO

JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK
I prefer the patrol or warrent division. I have worked for 2 years in patrol division as a Reserve for Wharton Co. S.O. + Wharton P.D.

SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE
I also worked as a certified emergency medical technician for the City of Wharton EMS, Fire, and Rescue. I did spend sometime patroling by myself in Wharton as a Deputy.

SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)

TYPING WPM	DICTATION WPM	OFFICE MACHINES OPERATED

OTHER MACHINES OPERATED	OTHER SKILLS

FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE

	FLUENTLY	GOOD	FAIR	POOR
SPEAK				
READ				
WRITE				

NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED	NUMBER OF YEARS COMPLETED	GRADUATION DATE (MO/YR)
Boling High School · Boling, TX 77420	4	May '82

NAME & LOCATION OF COLLEGE/ TRADE OR BUSINESS SCHOOL	DATE (MO/YR) FROM	TO	FIELD OF STUDY MAJOR	MINOR	GRADUATION DEGREE	DATE MO/YR
XXXXXXXXXXXXXXXXXXXXXXXXXXXX						
Wharton County Junior College	Aug '82	Dec. '82	Criminal Justice.		Basic TCLEOSE Certification	Dec. '82
" " " "	June '86	Present	Bus.	C.J.	—	Present

HIGH QUARTER OF CLASS IN WHICH YOU STOOD → IN HIGH SCHOOL ☐ TOP ☑ 2ND ☐ 3RD ☐ LAST; IN COLLEGE/TRADE OR BUSINESS SCHOOL ☑ TOP ☐ 2ND ☐ 3RD ☐ LAST

LIST SPECIAL ACADEMIC HONORS AND SOCIETIES, SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)

SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER

HOBBIES/LEISURE TIME INTEREST
Reading

AS PER ORIGINAL 00550

U.S. MIL.

BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE

WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)?

WHAT SPECIALIZED TRAINING DID YOU RECEIVE?

IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accommodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe nammer. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

EMPLOYMENT

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. (If space is insufficient, list on separate page or attach resume.) For any unemployed or self-employed periods, show dates and locations.

DATE - FROM & TO		EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR / TO	MONTH / YEAR			
FR March 84	TO Present	NAME PRESENT OR LAST EMPLOYER Coastal PVC Pipe Supply ADDRESS & TELEPHONE NUMBER P.O. Box 455 Boling, TX 77420 409 657-4548 NAME OF SUPERVISOR Self	Owner	Bad economy
FR June '82	TO March '84	NAME-PRIOR EMPLOYER City of Wharton EMS ADDRESS & TELEPHONE NUMBER 319 N. Fulton, Wharton, TX 77488 (409) 532-5886 NAME OF SUPERVISOR Jim Wendel	EMT, Rescue, Fire $1400/mth	Started own business.
FR July '83	TO March '86	NAME-PRIOR EMPLOYER City of Wharton Police Dept. ADDRESS & TELEPHONE NUMBER 101 W. Burleson Wharton, TX 77488 (409) 532-3131 NAME OF SUPERVISOR ~~Jack~~ Jack Kemp - Chief Lt. Jess Howell	NON-PAID RESERVE	Moved to Sugarland
FR August '82	TO July '83	NAME-PRIOR EMPLOYER Wharton County Sheriff's Dept. ADDRESS & TELEPHONE NUMBER 100 E. Burleson Wharton, Tx 77488 NAME OF SUPERVISOR Chief-Deputy Otis Hilderbrand (409) 532-1550	NON-PAID RESERVE	Need full commission to get State license.

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE? YES NO ✓

HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE? YES NO ✓

IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?

ARE YOU ON LAY-OFF AND SUBJECT TO RECALL? YES NO ✓

CAN YOU TRAVEL IF THE JOB REQUIRES IT? YES ✓ NO

HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS? YES NO ✓

IF YES DESCRIBE

REFERENCES

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

NAME - INITIALS	PHONE ~~LAST NAME~~	ADDRESS - STREET, CITY STATE, ZIP CODE	OCCUPATION	YEARS OF ACQUAINT.
A. Al Aprea	(409) 532-3693	215 Margaret St Wharton, Tx 77488	Deputy Sheriff - Ft. Bend S.O.	5
B. Mickey Spence	(409) 282-2909	313 Green Drive Wharton, Tx 77488	Deputy Sheriff (Sgt) Wharton Co. S.O.	5
C. David Looper	(409) 657-4606	Boling, TX 77420	Self-employed owner of Farm and Auto Service Center	23

Give names of any relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION	RELATIONSHIP
A. NONE			
B.			

Names of our employees you know best

NONE

NAME	LOCATION	NAME	LOCATION
A.		B.	

INFORMATION

Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? ☑ No ☐ Yes - Give details

May we call your present employer? NOW ☑ YES ☐ NO LATER ☑ YES ☐ NO ☐ NO ☐ YES - WITH WHOM?

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health is found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required.

I UNDERSTAND THAT IF EMPLOYED, I WILL BE ON PROBATION FOR THE FIRST EIGHTY-NINE DAYS OF MY EMPLOYMENT AND I WILL BE RETAINED AS A PERMANENT EMPLOYE ONLY IF MY PERFORMANCE DURING THE PROBATION PERIOD IS SATISFACTORY.

SIGNATURE Philip D. Rehak DATE SIGNED 10-31-86

This is to inform you that as part of our procedure for processing your application it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties. This inquiry includes information as to your character, general reputation, personal characteristics and mode of living, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

B. Texas Tort Claims Act:

The appropriate place to begin a discussion of Municipal Liability is with a brief discussion of municipal "immunity." Prior to the passage of the Texas Tort Claims Act in January of 1970, Governmental Liability hinged upon whether or not an accident arose out of purely governmental actions or out of "proprietary" operations. A good statement of this doctrine appears in the opinion of the Supreme Court in the case styled **City of Tyler versus Ingram, 164S.W.2d516:**

> A municipal corporation functions in a dual capacity. At times, it functions as a private corporation, and at other times, it functions as an arm of the government. Therefore, its liability or non-liability rests upon the following two (2) rules:
>
> 1. When a municipal corporation acts in its private capacity, for the benefit only to those within its corporate limits, and not as an arm of the government, it is liable for negligence of its representatives.
>
> 2. A municipal corporation is not liable for the negligence of its agents and employees in the performance of purely governmental matters solely for the public benefit . . .

The Texas Tort Claims Act made no amendment as to liability for proprietary risks . . . there is still no limitation of liability. The Act did establish that in the use of automobiles and "tangible property," the public entity might now be liable up to $100,000 per person, $300,000 per accident for Bodily Injury and $10,000 per accident for Property Damage, even though it arises out of purely governmental functions.

Note, however, that this waiver of immunity applies only to the use of automobiles as regards school districts and public junior college districts; immunity is retained for other operations. Also, the Texas Education Code limits the liability of school district employees (as regards Texas common law) to the Tort Claims Act limits.

In addition, the Act provides that judgements need not be paid until the next fiscal year. Also, the governmental unit may increase the ad valorem tax rate past all legal limits (except those of the Texas Constitution) to pay Liability claims not covered by insurance.

Of course, the Tort Claims Act does not pre-empt Federal law, and the public entity has unlimited liability under Federal Statutes. The primary concerns here would include alleged discrimination suits (e.g., EEOC), Anti-Trust Allegations and acts under Section 1983 of the U.S. Code to be discussed subsequently.

The three primary problems which now result regarding governmental immunity are:

1. What shall be interpreted as "proprietary or governmental?"

2. How far does the Texas Tort Claims Act go in extending the liability for the governmental unit.

3. What impact does the purchase of liability insurance have on the public entities' ultimate liability?

It has become so difficult to define the areas where limited liability exists that some attorneys now state immunity for municipalities has, for all practical purposes, completely disappeared. The possibility always exists that a large loss involving the negligence of the public entity could attract top plaintiff's attorneys and ultimately lead to nullifying the Act at the Supreme Court level. In addition, since the Act does not limit the liability exposure as regards proprietary functions, a suit in this area could exceed the $100,000/300,000 BI and $10,000 PD limitations of the Act. In our opinion, most public entities, particularly cities and counties, should not overly rely on the Tort Claims Act in implementing a risk management program.

C. Professional Liability:

Professional Liability exposures may arise under common law or under Section 1983 of Title 42 of the U.S. Code (Civil Rights Act of 1871). It would appear that the primary criteria for liability under state law would be when discretionary acts are taken which, though within the scope of the official's authority, are in bad faith or with malice. The Civil Rights Act has posed much more of a problem than common law.

As a result of Section 1983, liability may be imposed on the municipal corporation or personally on the public official for the depravation of any rights, privileges, or immunities secured by the constitution and laws under color of law. In general, "under color of law" means unconstitutional acts without legal authority (i.e., actions taken outside the law such as illegal search and seizure)

10. ADVERTISE FOR RFP'S FOR 1987-89 BANK DEPOSITORY CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for RFP's for 1987-1989 bank depository contracts.

11. CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE IN NEEDVILLE FOR PRECINCT 2 JUSTICE OF THE PEACE & CONSTABLE AND TAX OFFICE, AND AUTHORIZE JUSTICE OF THE PEACE, PRCT. 2, PLACE 2 TO HOLD COURT AT THAT LOCATION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve lease agreement as presented for office space in Needville for Precinct 2 Justice of the Peace & Constable and Tax Office and authorize Justice of the Peace, Precinct 2, Place 2 to hold court at that location. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH FORT BEND I.S.D. AND VARIOUS CITIES IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with the following: (Recorded in minutes in full)

Fort Bend County & Fort Bend I.S.D. - (Maintenance & road repair)
Fort Bend County & City of Sugar Land - (Maintenance & road repair)
Fort Bend County & City of Sugar Land - (Housing of Prisoners)
Fort Bend Drainage & City of Sugar Land-(Maintenance & road repair)
Fort Bend County & City of Katy - (Maintenance & road repair)
Fort Bend County & City of Stafford - (Maintenance & road repair)
Fort Bend County & City of Stafford - (Housing of prisoners)
Fort Bend Drainage & City of Stafford- (Maintenance & road repair)
Fort Bend County & City of Meadows - (Maintenance & road repair, Health Regulation, Enforc. of Animal Control & Housing of prisoners)

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VARIOUS ENTITIES IN PRECINCT 2:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with the following: (Recorded in minutes in full)

Fort Bend County & Kendleton I.S.D. - (Maintenance & road repair)
Fort Bend County & City of Kendleton- (Maintenance & road repair)
Fort Bend County & City of Kendleton- (Housing of Prisoners)
Fort Bend Drainage & City of Kendleton- (Maintenance & road repair)
Fort Bend County & City of Arcola - (Maintenance & road repair)
Fort Bend County & City of Arcola - (Housing of Prisoners)

14. CONSIDER ABANDONMENT OF EXISTING EASEMENT AND ACCEPTANCE OF NEW EASEMENT ALONG RABBS BAYOU THROUGH THE WILLIAMS TRACT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve abandonment of existing easement and accept new easement along Rabbs Bayou through the Williams Tract.

15. TRANSFER FUNDS TO CAPITAL PROJECTS FUND FOR PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer $130,000.00 from Road & Bridge Precinct 3 into Capital Projects due to continued building contracts for 1987.

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NC

LEASE AGREEMENT

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

This agreement made this the 1st day of January, A.D. 1987, by and between K. B. OTTO, individually and as Trustee for the AUGUST SCHENDEL ESTATE, of Fort Bend County, Texas, hereinafter referred to as LESSOR, and FORT BEND COUNTY, TEXAS, hereinafter referred to as LESSEE.

This lease shall cover the "building" located at 8923 Main Street in Needville, Texas and adjoining "parking lot" shown on Exhibit "A", attached hereto and made a part hereof, and being the same parcel of land described in a deed to August Schendel dated September 27, 1909, and recorded in Volume 45, Page 237, of the Deed Records of Fort Bend County, Texas, to which reference is hereby made for a particular description.

This lease is for a term of two (2) years beginning on the 1st day of January, A.D. 1987, and ending the 31st day of December, A.D. 1988, to be occupied for office purposes, and paying the sum of Seven Hundred & Fifty Dollars ($750.00), payable in monthly payments beginning on January 1, 1987, and a like payment shall be due and payable on the same day of each succeeding calendar month thereafter until the expiration of this lease. This lease shall be limited to three (3) offices; that being the Constable Precinct No. 2, Justice of the Peace Precinct No. 2, and the Fort Bend County Tax Collector. The LESSEE may renew said Lease on said property for a like period at the end of said term at a price to be negotiated between the LESSOR and LESSEE.

This Lease is subject to the following conditions and covenants as follows:

1. That the Lessee pay the rent and serve any notice at P. O. Box 288, Needville, Texas, 77461, payable monthly in advance as aforesaid, as the same shall fall due, unless Lessee is notified in writing of any change of address.

Gave Comm. Dept. / Orig. 1-7-87

AS PER ORIGINAL

2. That Lessee is to arrange and pay for all utilities used by Lessee under the terms of this Lease.

3. That the Lessor shall pay all school, city and county taxes during the term of said Lease that are levied against said property. Lessor shall maintain insurance on all permanent buildings on said described property.

4. The terms of this Lease Agreement are for two (2) years as hereinabove provided, however, in the event that Fort Bend County, Texas acquires or builds a Fort Bend County Annex, wherein the offices of the Justice of the Peace Precinct No. 2, Constable Precinct No. 2, and County Tax Collector may be relocated during the terms of this lease, this lease may be terminated at any time thereafter upon thirty (30) days written notice to the Lessor at no further penalty to Lessee.

This agreement, lease and contract, shall be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

Executed in duplicate, this the 19 day of December, A.D. 1986.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, County Judge

K. B. Otto

K. B. OTTO, Individually and as Trustee for the AUGUST SCHENDEL ESTATE

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Jodie E. Stavinoha, County Judge, Representative for Fort Bend County, Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of December, A.D. 1986.

Sharon A. Chapman

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 4-6-87

AS PER ORIGINAL

00456 0032

AS PER ORIGINAL 1906 1909

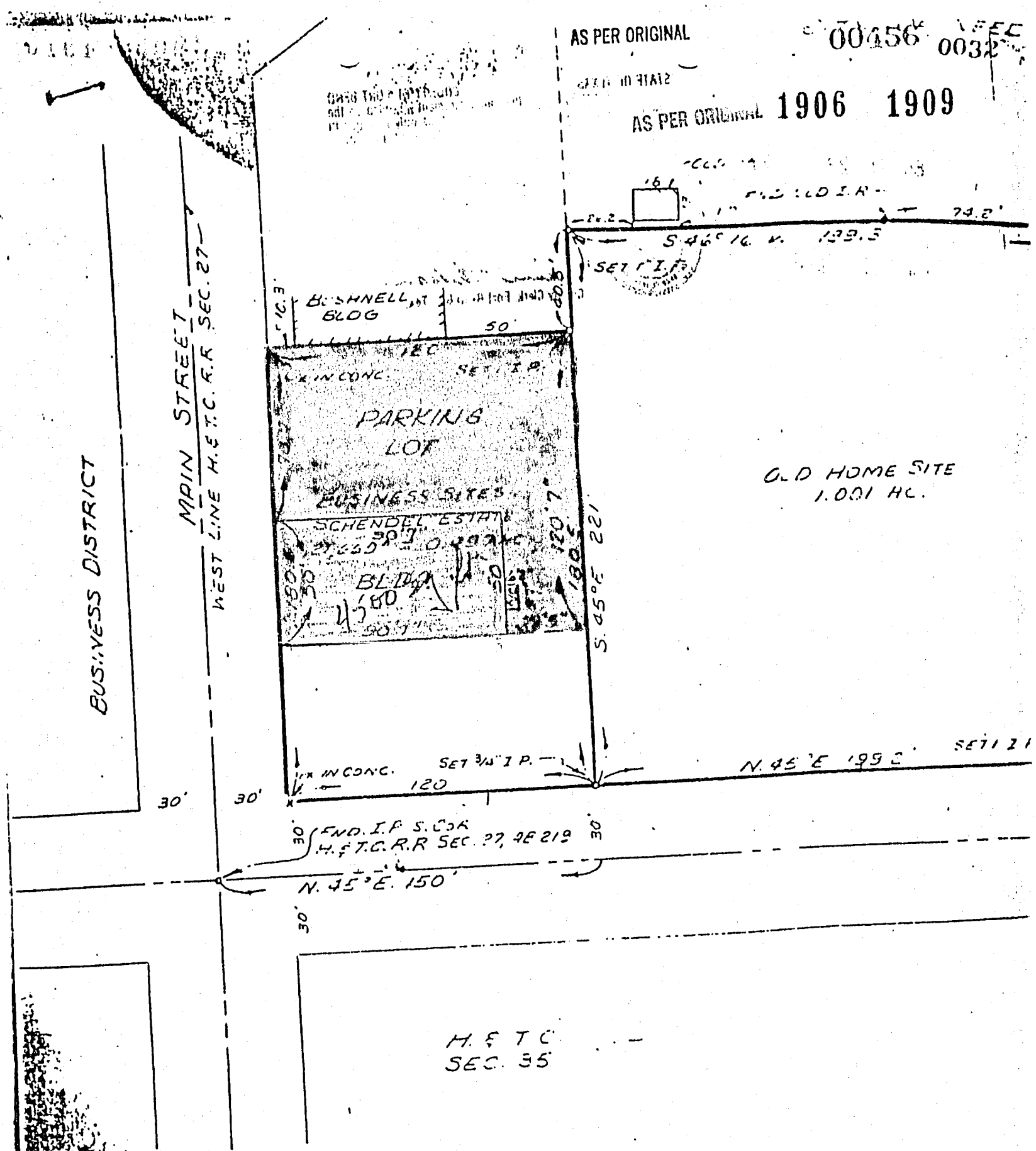

EXHIBIT A

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.

c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the District agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.

6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, 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 8th day of December, 1986.

Fort Bend Independent
School District

President of the
Board of Trustees

ATTEST:

Secretary

SIGNED this _____ day of _____, 198___.

County of Fort Bend

County Judge

ATTEST:

County Clerk

WALTER S. McMEANS, Mayor
ROY L. CORDES, JR., Councilman
LEE DUGGAN, Councilman
WILLIAM H. LEWIS
City Administrator

City of Sugar Land

200 MATLAGE WAY
P. O. BOX 110
SUGAR LAND, TEXAS 77487-0110

(713) 242-3176

DAVID B. BLOMSTROM, Councilman
CARY L. SCHILTZ, Councilman
HARRIS H. JOHNSTON, JR., Councilman
GLENDA GUNDERMANN
City Secretary

December 15, 1986

RECEIVED
DEC 19 1986
COUNTY JUDGE

The Honorable Jodie Stavinoha
P. O. Box 368
Richmond, Texas 77469

Re: Interlocal Agreement - Fort Bend County

Dear Judge Stavinoha:

Enclosed, please find a copy of City of Sugar Land Resolution No. 86-07 and two originals of the Interlocal Agreement between Fort Bend County and the City of Sugar Land. This agreement extends the terms and conditions of the previous agreement through December 31, 1987, for the purpose of maintenance, repair and construction of streets, roads, and drainage within the corporate limits of the City of Sugar Land and for the housing of city prisoners in jail.

If this agreement is satisfactory, please execute both originals retaining the copy of Resolution No. 86-07 and one original contract for your files and return one original contract to our office at the above address.

Thank you for your attention in this matter, if there are any questions, please contact me.

Sincerely,

CITY OF SUGAR LAND

Glenda Gundermann
City Secretary

GG:ct
1152L

CITY OF SUGAR LAND RESOLUTION NO. 86-07

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into by, among and between Fort Bend County, hereinafter referred to as "County" and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, Fort Bend County and the City of Sugar Land entered into that certain interlocal agreement for the calendar year 1986 for various county services; and

WHEREAS, the City and County desire to renew, extend and continue through December 31, 1987 the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between Fort Bend County and the City of Sugar Land for the purpose of maintenance, repair and construction of streets, roads, and drainage within the corporate limits of the City of Sugar Land and for the housing of city prisoners in jail, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

PASSED AND APPROVED this 2nd day of December 1986.

APPROVED:

By Walter S. McMeans
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann
Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

W-a O-L
William Olson, Jr., Consulting Attorney

0173R

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

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

SIGNED this 2nd day of December, 1986.

THE CITY OF SUGAR LAND

By: Walter E. Meyer
MAYOR

ATTEST:

CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

CITY OF SUGAR LAND RESOLUTION NO. 85-37

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into by, among and between Fort Bend County, hereinafter referred to as "County" and the City of Sugar Land, hereinafter referred to as "City".

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between Fort Bend County and the City of Sugar Land for the purpose of maintenance, repair and construction of streets, roads, and drainage within the corporate limits of the City of Sugar Land, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

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

APPROVED:

By Walter S. McMeans
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

Firmin A. Hickey, Jr., City Attorney

0166R

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.

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

SIGNED this 10th day of December, 1985.

City of Sugar Land, Texas

Walter E. McMeans
Mayor

ATTEST:

[signature]
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Jodie E. Stavinoha
County Judge

ATTEST:

Diane Wilson
County Clerk

AS PER ORIGINAL

CITY OF SUGAR LAND ORDINANCE NO. 518

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

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

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

WHEREAS, the City Council finds there is an immediate need for adequate facilities to house City prisoners and that an emergency exists in that the present agreement with Fort Bend County will expire and a new agreement must be immediately executed, NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

I.

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

II.

The City Council finds the existence of an emergency, and as such this Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 7th day of December, 1985.

Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann, City Secretary

APPROVED by the City Attorney pursuant to Section 6.04 of the Charter of the City of Sugar Land, Texas.

Firmin A. Hickey, Jr., City Attorney

02090

NO. _____ AS PER ORIGINAL

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 7th day of December 19 85

CITY OF SUGAR LAND, TEXAS

BY: Walter S. McLean
Mayor

ATTEST:
City Secretary

APPROVED:
City Attorney

NO._____

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

On this the 16 day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

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

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

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

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

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

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

I.

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

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

II.

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

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

III.

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

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

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

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

AS PER ORIGINAL

IX.

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

SIGNED this 3rd day of December 1985 in duplicate originals by Order of City Council of

City of Sugar Land, Texas

By: Walter E. McMeans
MAYOR

ATTEST:

CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Jackie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

WALTER S. McMEANS, Mayor
ROY L. CORDES, JR., Councilman
LEE DUGGAN, Councilman
WILLIAM H. LEWIS
City Administrator

City of Sugar Land

200 MATLAGE WAY
P. O. BOX 110
SUGAR LAND, TEXAS 77487-0110

(713) 242-3176

DAVID B. BLOMSTROM, Councilman
CARY L. SCHILTZ, Councilman
HARRIS H. JOHNSTON, JR., Councilman
GLENDA GUNDERMANN
City Secretary

004777

AS PER ORIGINAL

RECEIVED
DEC 19 1986
COUNTY JUDGE

December 15, 1986

The Honorable Jodie Stavinoha
P. O. Box 368
Richmond, Texas 77469

Re: Interlocal Agreement - Fort Bend County Drainage District

Dear Judge Stavinoha:

Enclosed, please find a copy of City of Sugar Land Resolution No. 86-08 and two original Interlocal Agreements between Fort Bend County Drainage District and the City of Sugar Land. This agreement extends the terms and conditions of the previous agreement through December 31, 1987, for the purpose of maintenance, repair and construction of drainage within the corporate limits of the City of Sugar Land.

If this agreement is satisfactory, please execute both originals, retain the copy of Resolution No. 86-08 and one original agreement for your files and return one original contract agreement to our office at the above address.

Thank you for your attention in this matter, if there are any questions, please contact me.

Sincerely,

CITY OF SUGAR LAND

Glenda Gundermann

Glenda Gundermann
City Secretary

GG:ct
1153L

1836-1986

First Sesquicentennial Community in the State of Texas

00478

AS PER ORIGINAL

CITY OF SUGAR LAND RESOLUTION NO. 86-08

0032

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN THE FORT BEND COUNTY DRAINAGE DISTRICT AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the Drainage District and the City entered into that certain interlocal agreement for the calendar year 1986 for various drainage services; and

WHEREAS, the City and the Drainage District desire to renew extend and continue through December 31, 1987 the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between the Fort Bend County Drainage District and the City of Sugar Land for the purpose of maintenance, repair and construction of drainage within the corporate limits of the City of Sugar Land, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

PASSED AND APPROVED this 2nd day of December 1986.

APPROVED:

By Walter S. McMeans
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann
Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

W Olson
William Olson, Jr., Consulting Attorney

0174R

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1986 for various drainage services; and,

WHEREAS, the City and the Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement entered into between the Drainage District and the City for the calendar year 1986 is hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of drainage within the corporate limits of said City.

2. The above stated interlocal agreement executed by the parties for the calendar year 1986 is hereby incorporated herein and made a part hereof for all purposes as if same was fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

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

SIGNED this 2nd day of December, 1986.

THE CITY OF SUGAR LAND

By: Walter E. McMeaver
MAYOR

ATTEST:
Glenda Gunderman
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:
Dianne Wilson
COUNTY CLERK

AS PER ORIGINAL

CITY OF SUGAR LAND RESOLUTION NO. 85-36

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN THE FORT BEND COUNTY DRAINAGE DISTRICT AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Sugar Land, hereinafter referred to as "City".

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between the Fort Bend County Drainage District and the City of Sugar Land for the purpose of maintenance, repair and construction of drainage within the corporate limits of the City of Sugar Land, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

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

APPROVED:

By Walter S. McMeans
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

Firmin A. Hickey, Jr., City Attorney

0165R

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

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

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

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

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

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

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

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

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of City shall set forth the following:

   a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

AS PER ORIGINAL

b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.

c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.

d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

AS PER ORIGINAL

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 198 6, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties as provided herein below.

SIGNED this 17th day of December, 1985.

City of Sugar Land, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

INCORPORATED IN 1945

00485

AS PER ORIGINAL

City of Katy

P.O. Box 617 • 910 Avenue C • Katy, Texas 77492-0617 • Phone 713/391-9181

RECEIVED

HUB CITY OF THREE COUNTIES

December 12, 1986

Commissioner Alton B. Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

Re: Interlocal Agreements

Dear Commissioner Pressley:

Enclosed are Interlocal Agreements between Fort Bend County and City of Katy for road and drainage work; they were approved by the City Attorney and City Council and have been signed by the Mayor. After approval by the Commissioners Court, please return a copy of the fully executed Agreements to me. If there are questions, please contact City Administrator Andy L. Helms.

Sincerely yours,

CITY OF KATY

Virginia Maddox

Virginia Maddox
City Secretary

/vm
enclosures

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, 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 December, 1986.

City of Katy, Texas

John L. Nelson

Mayor

ATTEST:

Virginia Maddox

City Secretary

SIGNED this _____ day of _____, 198_____.

APPROVED:

By City Attorney

County of Fort Bend

Julie E. Stavinoha

County Judge

ATTEST:

Jeanne Wilson

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198____, and must be renewed annually thereafter.

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

SIGNED this 5th day of December, 1986.

City of Stafford, Texas

Mayor

ATTEST:

Mary Burger
City Secretary

SIGNED this _____ day of _____, 198_____.

County of Fort Bend

Julie E. Stavinoha
County Judge

ATTEST:

Janine Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE CITY OF STAFFORD, TEXAS

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

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

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

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

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

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

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

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of City shall set forth the following:

   a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

AS PER ORIGINAL

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 198____, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties as provided herein below.

SIGNED this 5th day of December, 1986.

City of Stafford, Texas

Mayor

ATTEST:

City Secretary

SIGNED this _____ day of _____, 198____.

County of Fort Bend

County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

_____ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

CONFORMED COPY ORIGINAL

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

SIGNED this 5th day of December, 1986.

THE CITY OF STAFFORD

By: _____
MAYOR

ATTEST:

Mary Burger
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

NO. 366

AS PER ORIGINAL

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

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

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

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

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 4th day of December, 1985.

CITY OF STAFFORD, TEXAS

By: [signature]
Mayor

ATTEST:

Mary Burger
City Secretary

APPROVED:

John F. Olson
City Attorney

NO._____ AS PER ORIGINAL

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

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

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

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

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

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

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

I.

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

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

II.

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

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

III.

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

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

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

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

SIGNED this 4th day of December 1985 in duplicate originals by Order of City Council of

City of Stafford, Texas

CITY MAYOR

ATTEST:

Mary Burger
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judie E. Harwood
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.

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

SIGNED this 10th day of DECEMBER, 1986.

City of Meadows, Texas

Sue Troyan
Mayor

ATTEST:

Elaine Herff
City Secretary

SIGNED this 23 day of December, 1985.

County of Fort Bend

Judie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

XX b. The enforcement of health regulations;

XX c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

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

SIGNED this 25th day of NOVEMBER, 1986.

THE CITY OF MEADOWS

By: Sue Troyer
MAYOR

ATTEST:

Elaine Herff
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

INTERLOCAL AGREEMENT
FOR ENFORCEMENT OF ANIMAL CONTROL

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

RECITALS

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

> Section 1 - Promotion of Health - to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.
>
> Section 11 - Nuisances - to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient.
>
> Section 15 - Dogs - to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to Ordinances, and to impose penalties for violations of such ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

personnel are within the corporate limits of Meadows.

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

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

(8) This agreement is on a year to year basis and automatically terminates on the 31st day of December, 19 86 , and the same must be renewed annually, in writing, by the agreement of all parties.

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

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

been duly authorized by their respective governing bodies.

EXECUTED this the 23 day of December, 1985.

COUNTY OF FORT BEND, TEXAS

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

ATTEST:
Elaine Wilson
County Clerk

EXECUTED this the 10th day of DECEMBER, 1986.

CITY OF MEADOWS, TEXAS

By: Sue Troyan
Mayor

ATTEST:
Elaine Sterff
City Secretary

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AS PER ORIGINAL

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0032

ORDINANCE NO. 84-049

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

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

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

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

Luc Trayan
Mayor, City of Meadows, Texas

ATTEST:

Elaine Herff
City Secretary

AS PER ORIGINAL

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 AT HEEL OR by means of a leash, chain, rope or cord not more than ten (10) feet in length, and of sufficient strength to control the conduct of the animal.

Dog shall be intended to mean both male and female.

CAT shall be intended to mean both male and female.

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

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

Sec. 6-2. Licensing and registration.

All dogs over the age of six (6) months kept, harbored or maintained by their owners in the City shall be licensed and registered annually. A ~~dog~~ license shall be issued by the City upon payment of a license tax of one dollar ($1.00) per ~~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 ~~dog~~ animal, 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.

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

Revised: June 12, 1984

HOURS OF OPERATION

The Animal Control office & Kennel hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday. Saturday 8:00 to 12:00 noon. The office will be closed on Sundays and Holidays. Individuals wishing to reclaim impounded animals must do so during regular office hours. 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 signed release from a responsible party will be required. Traps are to be signed out for periods of five (5) days at a time.

Patrol requests reported to Animal Control after 2:00 p.m. will be handled the following business day.

CONFINED ANIMALS

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

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

BITE CASE INVESTIGATIONS

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

Vaccinated biting animals may be kept by 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 a shovel, hoe, or heavy plastic gloves, and placed on ice until the arrival of Animal Control Personnel.

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

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

EMERGENCY SITUATIONS

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

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

PROPERTY DAMAGE

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

DISPOSITION OF ANIMALS

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

SITUATIONS NOT COVERED BY FT. BEND COUNTY ANIMAL CONTROL

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

* Note: certain breeds of dogs, usually those with heavy jowels, (St. Bernards, Labs, Boxers, Setters, etc.) salivate and drool 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.

AS PER ORIGINAL

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.

NO. 85-043

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

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

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

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

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 5th day of DECEMBER, 1985.

CITY OF MEADOWS, TEXAS

BY: Sue Troyan
Mayor

ATTEST:

Elaine Herff
City Secretary

APPROVED:

City Attorney

AS PER ORIGINAL

NO._____

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

I.

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

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

II.

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

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

III.

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

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

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

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

AS PER ORIGINAL

IX.

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

SIGNED this 5th day of December 1985 in duplicate originals by Order of City Council of

City of Meadows, Texas

By: Sue Troyan
MAYOR

ATTEST:

Elaine Herff
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT
OF HEALTH REGULATIONS

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

RECITALS

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

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

"5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

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

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

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

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

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

(1) Meadows and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of Meadows with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.

(2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to Meadows. Meadows agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to Meadows City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.

(3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 1986. This agreement must be renewed annually by the parties otherwise the same automatically terminates on such date. Furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.

(4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.

(5) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be formally approved by all parties.

(6) Each of the parties to this agreement represents to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

AS PER ORIGINAL

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

SIGNED this 10th day of December, 1985.

CITY OF MEADOWS, TEXAS

By: Sue Troyan
Mayor

ATTEST:

Elaine Herff
City Secretary

SIGNED this 23 day of December, 1985.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

00532

AS PER ORIGINAL

ORDINANCE NO. 84-046

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

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

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

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

Sue Troyan
Mayor, City of Meadows, Texas

ATTEST:

Elaine Herff
City Secretary

AS PER ORIGINAL

Chapter 14

FOOD AND FOOD HANDLERS

ARTICLE I. IN GENERAL

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

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

Sec. 14-2. Responsibility for enforcement.

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

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

ARTICLE II. PERMITS, LICENSES OR CERTIFICATES

Sec. 14-11. Required.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 14-15. Service of notices.

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

Sec. 14-16. Hearings.

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

Sec. 14-17. Appeal.

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

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

Sec. 14-18. Application after revocation.

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

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

ARTICLE III. INSPECTIONS AND ENFORCEMENT

Sec. 14-26. Inspections.

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

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

Sec. 14-27. Report of inspections.

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

AS PER ORIGINAL

Sec. 14-28. Correction of violations.

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

(1) If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Health Official.

(2) All violations of 4- or 5-point weighted items shall be corrected as soon as possible, but in any event within ten (10) days following inspection. Within fifteen (15) days after the inspection, the holder of the permit, license or certificate shall submit a written report to the Health Official stating that the 4- or 5-point violations have been corrected. A follow-up inspection shall be conducted to confirm correction.

(3) All 1- or 2-point weighted items shall be corrected as soon as possible, but in any event by the time of the next routine inspection.

(4) When rating score of the establishment is less than 60, the establishment shall initiate corrective action on all identified violations within 48 hours. One or more reinspections will be conducted at reasonable time intervals to assure correction.

(5) In the case of temporary food service establishments, all violations shall be corrected within 24 hours. If violations are not corrected within 24 hours, the establishment shall immediately cease food service operations until authorized to resume by the Health Official.

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

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

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

Sec. 14-29. Inspection report form.

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

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

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

Sec. 14-31. Review of plans.

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

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

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

Sec. 14-32. Disease control.

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

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

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

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

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

cf. LEGALLY LICENSED THE STATE OF TEXAS.

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

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

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

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

(a) The immediate exclusion of the employee from all food service establishments;

(b) The immediate closing of the food service establishment concerned until, in the opinion of the Health Official, no further danger of disease outbreak exists;

(c) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;

(d) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

AS PER ORIGINAL

ORDINANCE NO. 84-029

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

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

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

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

Mayor, City of Meadows, Texas

ATTEST:

City Secretary

Chapter 20

MISCELLANEOUS OFFENSES

ARTICLE I. IN GENERAL

Sec. 20-1. Draining noxious liquids onto public property.

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

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

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

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

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

Sec. 20-3. Interfering with public travel.

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

Sec. 20-4. Noise.

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

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

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

Sec. 20-5. Littering and dumping.

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

Sec. 20-6. Fireworks.

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

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

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

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

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

(c) Exceptions.

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

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

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

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

a. The display shall be limited to an aerial display;

b. The range of aerial display shall not exceed a two hundred (200) foot radius;

c. Fireworks shall be discharged vertically from steel tubes;

d. The material to be used for the public display shall not be stored within the city limits of the City of Meadows but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage;

e. No public display of fireworks shall be of such a character and so located, discharged or fired as to be hazardous or dangerous to persons or property, this determination to be within the sound discretion of the Mayor;

f. The person or persons handling the display of fireworks shall be competent adult persons, experienced pyrotechnic operators, approved by the Mayor, with the advice and counsel of such fire officials as the Mayor may, from time to time, consult; and no other persons other than those approved by the Mayor shall handle the fireworks of the public display, the names of the experienced pyrotechnic operators being designated on the permit issued by the Mayor;

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g. For each public display, the Mayor may require, as a condition for the issuance of the permit, that the applicant retain the services of, and pay all costs in connection with the services of, fire-fighting personnel to be present during the time of the display, such fire-fighting personnel to be approved by the Mayor;

h. The applicant for such display permit shall, at the time of application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the State of Texas, and he shall file with the City Secretary a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than One Hundred Thousand Dollars ($100,000.00), issued by an insurance carrier authorized to transact business in the State of Texas, for the benefit of the person named therein as assured, as evidence of ability to respond in damages in at least the amount of One Hundred Thousand Dollars ($100,000.00), said policies to be approved by the Mayor; or in lieu of insurance, the applicant may file with the City Secretary a bond in the amount of One Hundred Thousand Dollars ($100,000.00), issued by an authorized surety company, to be approved by the Mayor, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his/its agents, servants, employees or subcontractors in the presentation of the public display;

i. No public fireworks display shall be made for a period of time longer than one (1) hour per performance;

j. The fee for each fireworks display permit issued by the Mayor shall be Twenty-Five Dollars ($25.00). This permit fee is exclusive of any expense to applicant which may arise from the requirement that fire-fighting personnel be present at the public display.

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

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

Sec. 20-7. Fire bombs.

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

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

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

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

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

Sec. 20-9. Landing of aircraft restricted.

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

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

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

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

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

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

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

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

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

Sec. 20-12. Loitering on private property.

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

Sec. 20-13. Trash hauling vehicles.

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

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

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

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

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

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

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

ABLED

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

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

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

highways of the City of Meadows, subject to the further requirements of Section 20-15 of this Chapter, shall not exceed 36,000 pounds for vehicles with a tandem axle load, 12,000 pounds for a single axle load or a 48,000 pounds gross load.

(b) The owner of any ready-mixed concrete vehicle with a tandem load in excess of 34,000 pounds, traveling upon any public street, public highway or other public roadway within the city limits of the City of Meadows, Texas, shall file a surety bond in an amount of Forty-Five Thousand Dollars ($45,000.00) with the City of Meadows, conditioned that the owner of such vehicle will pay to the City of Meadows all damages done to the public streets, public highways or other public roadways within the city limits of the City of Meadows, Texas by reason of the operation of such ready-mixed concrete vehicle.

Secs. 20-17 - 22-49. Reserved.

ARTICLE II. OFFENSI E CONDITIONS ON PRI ATE PROPERTY

Sec. 20-50. Definitions.

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

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

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

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

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

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

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

Sec. 20-52. Right to inspect.

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

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

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

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

AS PER ORIGINAL 00551

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Cumulative of the City's remedy by fine, as set forth in the preceding Section hereof, the City may do such work or cause the same to be done to remedy such condition or remove such matter from such owner's premises at the City's expense and to charge the same to the account of the owners of such property and to assess the same against the real estate or lot or lots upon which such expense is incurred. Upon filing with the County Clerk of Fort Bend County, Texas, a statement by the Mayor of such expenses, the City shall have a privileged lien upon said real estate or lot or lots second only to tax liens and liens for street improvements to secure the expenditure so made and Ten Percent (10%) interest on the amount from the date of such payment so made by the City. The City may institute suit and recover such expenses and foreclose such lien in any court of competent jurisdiction and the statement so filed with the County Clerk or a certified copy thereof shall be prima facie proof of the amount expended in any such work or improvements to remedy such condition or remove any such matter.

Sec. 20-55. Limitation on height of grass and weeds.

It shall be unlawful for any person, who shall own or occupy any lot or lots in the City, to allow weeds and/or grass to grow on such lot or lots to a height of more than nine (9) inches. Weeds and/or grass, of a height exceeding nine (9) inches, are declared a nuisance.

Sec. 20-56. Discharge of sewage.

Any person or persons, who shall allow or permit sewage to discharge into the ground or subsurface soil, which shall have the effect of causing odors, obnoxious, unhealthy and unwholesome conditions to exist, is declared to have caused a public nuisance and shall be in violation of this Article.

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
KENDLETON INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Kendleton Independent School District, hereinafter referred to as "District".

WHEREAS County and District entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the District and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and District for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

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

SIGNED this 20th day of December, 1986.

KENDLETON INDEPENDENT SCHOOL DISTRICT

By: Marie Zomitt
Vice CHAIRMAN OF TRUSTEES

ATTEST:

Selma Faye Lee
SECRETARY

SIGNED this 20th day of December, 1986.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Janice Nelson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
KENDLETON INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Kendleton Independent School District, hereinafter referred to as "District".

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   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

ORIGINAL

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198___, and must be renewed annually thereafter.

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

SIGNED this 21st day of December, 1985.

Kendleton Independent School District

Chairman of Trustees

ATTEST:

Secretary

SIGNED this 13 day of January, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

AS PER ORIGINAL 0032

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

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

SIGNED this 15 day of Dec, 1986.

THE CITY OF KENDLETON

By: Ernest Zomalt
MAYOR

ATTEST:
Sharon Fountain
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:
Dianne Wilson
COUNTY CLERK

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 23, 19 87.

STARTING WITH
FILM CODE NO. vol.32 pg.0359

ENDING WITH
FILM CODE NO. vol. 32 pg.0558

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arinette
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 23 DAY OF JANUARY, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 0559.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arcinette
DEPUTY

THE STATE OF TEXAS

COUNTY OF FORT BEND

AS PER ORIGINAL

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

AS PER ORIGINAL

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____, 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 15 day of Dec, 1986.

City of Kendleton, Texas

Ernest Zomalt
Mayor

ATTEST:

Sharon Fountain
City Secretary

SIGNED this _____ day of _____, 198_____.

County of Fort Bend

_____
County Judge

ATTEST:

_____
County Clerk

NO. _____

AS PER ORIGINAL

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

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

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

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

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 15 day of DEC, 1986

CITY OF KENDLETON, TEXAS

BY: Ernest Zimmatt
Mayor

ATTEST:
Sharon Fountain
City Secretary

APPROVED:
[illegible]
City Attorney

AS PER ORIGINAL

NO._____

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

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

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

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

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

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

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

I.

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

AS PER ORIGINAL

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

II.

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

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

III.

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

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

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

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

IV.

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

AS PER ORIGINAL

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

V.

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

AS PER ORIGINAL

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, ~~1986~~, 1987 and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, ~~1986~~ 1987, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

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

VIII.

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

AS PER ORIGINAL

IX.

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

SIGNED this 15 day of Dec. 1986 in duplicate originals by Order of City Council of

City of Kendleton, Texas

By: Ernest Jomalt
MAYOR

ATTEST:

Sharon Fountain
CITY SECRETARY

SIGNED this _____ day of _____ 198____ in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judge E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1986 for various drainage services; and,

WHEREAS, the City and the Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement entered into between the Drainage District and the City for the calendar year 1986 is hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of drainage within the corporate limits of said City.

2. The above stated interlocal agreement executed by the parties for the calendar year 1986 is hereby incorporated herein and made a part hereof for all purposes as if same was fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

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

SIGNED this 15 day of Dec, 1986.

THE CITY OF KENDLETON

By: Ernest Fornett
MAYOR

ATTEST:
Sharon Fountain
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Jodie E Stavinoha
COUNTY JUDGE

ATTEST:
Dianne Wilson
COUNTY CLERK

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

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

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

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

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

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

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

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

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of City shall set forth the following:

   a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.

c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.

d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198____, and must be renewed annually thereafter.

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

SIGNED this 15 day of Dec, 1984.

City of Kendleton, Texas

Ernest Jonnatt
Mayor

ATTEST:

Sharon Fountain
City Secretary

SIGNED this _____ day of _____, 198_____.

County of Fort Bend

_____
County Judge

ATTEST:

Diane Wilson
County Clerk

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, 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 16th day of December, 1986.

City of Arcola, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 16th day of December, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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

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

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

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

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

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

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

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

_____ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

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

SIGNED this 16th day of December, 1986.

THE CITY OF ARCOLA

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 16th day of December, 1986.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

AS PER ORIGINAL

NO. 87

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

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

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

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

I.

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

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 18th day of Nov, 1985

CITY OF ARCOLA, TEXAS

BY: Mike Ray
Mayor

ATTEST:

City Secretary

APPROVED:

Steve Gilbert
City Attorney

AS PER ORIGINAL

NO._____

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

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried:

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

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

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

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

I.

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

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

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars ($20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

AS PER ORIGINAL

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Arcola, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

AS PER ORIGINAL

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 18th day of December 1985 in duplicate originals by Order of City Council of

City of Arcola, Texas

By: MAYOR

ATTEST:

CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

COUNTY JUDGE

ATTEST:

COUNTY CLERK

AS PER ORIGINAL

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 Margaret Williams, of the County of Fort Bend, 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 drainage ditch in, along and across the Manford Williams tract of land in the Jane H. Long League, Abstract 55, conveyed to Fort Bend County by instrument dated July 27, 1953, recorded in Volume 314, page 126, 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 31st day of December, 1986.

FORT BEND COUNTY

By: Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson

Dianne Wilson
County Clerk

AS PER ORIGINAL

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 31st day of December, 1986.

Shawn A Chrisman
Notary Public in and for
Fort Bend County, Texas

16. SET PUBLIC HEARING DATE FOR REPLAT OF "THE LAKES OF AUSTIN PARK" IN FIRST COLONY, PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hering date for replat of "The Lakes of Austin Park" in First Colony, Precinct 4 for January 19, 1987 at 10:00 a.m.

17. 10:00 A.M. - CONTINUE PUBLIC HEARING ON THE CREATION OF FORT BEND LEVEE IMPROVEMENT DISTRICT #8 IN PRECINCT 2 AND CONSIDER TAKING ACTION ON SAME:

Holly Hubenak representing various landowners discussed the proposed creation of LID #8.

Rick Rose discussed the background studies to create LID #8.

No opposition to the creation came forth.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the public hearing be closed.

Moved by Commissioner Denham ,Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve creation of Fort Bend Levee Improvement District #8 in Precinct 2. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint the following as Directors of LID #8: (Recorded in minutes in full)

Vaughn M. Brown
Robbie Bates
Gary Rose

18. ACCEPT RESIGNATION OF PRECINCT 1 CONSTABLE HENRY HEJL AND MAKE APPOINTMENT TO FILL VACANCY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept resignation for the purpose of retirement of Constable Henry Hejl.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting no, it is ordered to appoint David Lee Roden to fill the unexpired term of Constable Precinct #1, effective January 1, 1987.

19. CONSIDER REQUEST FROM PRECINCT 2 TO USE WRECKED 1983 ½ - TON PICKUP FOR SALVAGE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered declare as worthless, a wrecked 1983 brown ½-ton pickup truck, license # 432-821, VIN# 1GCCC 14D2DF323220.

20. CONSIDER RENEWAL OF TOWER LEASE AGREEMENT WITH HOUSTON RENTAL TOWERS ON 440-TOOT ROSENBERG TOWER:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve renewal of contract at $184.00 per month for tower lease agreement with Houston Rental Towers on 440-foot Rosenberg tower. (Recorded in minutes in full)

17 00591

LANDEV ENGINEERS, INC.
1706 Seamist Drive
Houston, Texas 77008
713/869-2402

AS PER ORIGINAL

December 22, 1986

Fort Bend County Commissioners Court
P. O. Box 368
500 Jackson Street
Richmond, Texas 77469

REFERENCE: Creation of Fort Bend County Levee Improvement District No. 8 (Natchez)

Gentlemen:

As you requested in the Commissioners Court meeting on October 13, 1986, Great Western Development Company and Landev Engineers, Inc. have investigated the feasibility of joining the proposed F.B.C.L.I.D. No. 8 (Natchez) with the neighboring westerly property owners to create a large regional L.I.D.

Approximately 5,000 acres of additional land besides Natchez was considered in our preliminary conceptual investigation. The necessary drainage and levee improvements for this additional acreage appear to impact several major land owners (Schindler, Herrin, and Anderson) more so than others in this area because acreage for the required improvements would be from their land. Although, there would be a number of other property owners protected by such a L.I.D.

There are a number of existing drainage channels and outfalls that must be maintained. Long Point Creek and lower Oyster Creek outfall into the Sienna External Drainage Channel, which in turn outfalls into the Brazos River. The Brazos River flood plain elevation directly effects each of these channels. Long Point Creek has its own flood plain which in localized 100 year events directly effects the Natchez property. Consequently, the purpose of the proposed Natchez L.I.D. has always been and still is to protect current flood plain property from the possible events of flooding on Long Point Creek and/or the Brazos River.

The westerly neighboring property owners have a similar problem in that they are in the Brazos River 100 year flood plain, too. Although it does appear to be feasible to protect the 5,000 acres from the Brazos River flood plain, it would be a very costly project in terms of dollars spent and benefit received. A separate L.I.D. could be created for this project. The prime factor to consider in a L.I.D. for the 5,000 acres is the cost for excavation. As the market for large quantities of excavation increases, the per cubic yard cost decreases, and the L.I.D. becomes more economically feasible.

To connect the westerly L.I.D. with the Natchez L.I.D by a continuous levee structure would necessitate the combined L.I.D. to accommodate drainage from approximately 6,000 additional acres in the entire Long Point and lower Oyster Creek upstream drainage acres. This would occur because Long Point and lower Oyster Creeks would be "leveed off" from outfalling into the Sienna External Channel. Connecting the westerly L.I.D. with the Sienna Plantation L.I.D. creates the same situation. Detention, pumping, and outfall structure facilities for such a large area are cost prohibitive. The proposed levee on both sides of Long Point Creek is still required regardless of what is done downstream. Therefore, it is recommended that the proposed Natchez L.I.D. and the possible westerly L.I.D. be created and facilities constructed independently of each other.

Since our last appearance before the Court, there has been communication with the neighboring westerly property owners through Stanley Kucherka's office. The combined L.I.D. idea and its feasibility has been discussed. It is now our understanding that these neighboring property owners are no longer interested in the idea of a regional L.I.D. connecting to the Natchez L.I.D. However, further discussions between them and the F.B.C. Drainage District office regarding a regional project of their own are reportedly taking place.

It is therefore requested that the Commissioners Court consider approving creation of the proposed F.B.C.L.I.D. No. 8 (Natchez) as currently planned independently of a possible westerly L.I.D. Please let us know if you have any further questions.

Sincerely,

LANDEV ENGINEERS, INC.
Consulting Engineers

David A. Corbin

David A. Corbin, P.E.
Vice President

cc: Fort Bend County Drainage District
Attention: Stanley Kucherka

Great Western Development Company
Attention: Jerry Torgeson

Rose & Ryman
Attention: Rick Rose

Job No. 61400-090

61400.L

FORT BEND COUNTY
LEVEE IMPROVEMENT DISTRICT NO. 8
SUMMARY INFORMATION

I. Petitioners:
   A. Gertner, Aron & Ledet Investments, a Texas general partnership
   B. Natchez Joint Venture (Jerome R. Hutchins, Frank L. Romero, G. Russell Hutchins)

II. Development Manager: Great Western Development Company, a subsidiary of Gemcraft, Inc.

III. Consultants:

1. Rose & Ryman - Richard L. Rose and John G. Cannon
2. Landev Engineers, Inc. - David Corbin and B. K. Wilson
3. Underwood, Neuhaus & Co., Inc. - L. Carlin Short

IV. Location:

1,308.1634 acres on the south side of Texas Highway 6 approximately 1.2 miles northwest of F.M. 521 (old 288) and Texas Highway 6 intersection (see attached map)

Adjacent to Briscoe Canal, Oyster Creek Diversion Channel and across Texas Highway 6 from Vicksburg and Teal Run Subdivisions

Precinct 2 - Fort Bend County

ETJ - City of Missouri City and City of Arcola

V. Landowners: Natchez Joint Venture or its affiliated companies own all district land, having acquired all property owned by Gertner, Aron & Ledet Investments

VI. Other Landowners in the District:

None - the 24 acres previously owned by Alvin L. Balzer was purchased from him by Great Western Development Company

VII. Proposed Improvements:

1. Levee (south and west boundaries and along Long Point Creek)
2. Detention Basins and Pump Stations
3. Internal Drainage Channel System
4. Outfall Structures

Will remove all District lands from 100 year flood plain area

VIII. Other Utilities:

1. Proposed Fort Bend County Municipal Utility District Nos. 54, 55, and 56 - in process of creation; creation hearings scheduled for February 17, 1987

X. Proposed Directors

1. Vaughn M. Brown
2. Robbie L. Bates
3. Gary Rose

PETITIONERS' EXHIBITS

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

1. Fort Bend County Tax Assessor Certificate as to ownership of land within the District

2. Petition to the Honorable County Judge and Commissioners' Court of Fort Bend County, Texas for Creation, Organization and Establishment of Fort Bend County Levee Improvement District No. 8 and Amendment to Petition for Creation, Organization and Establishment of Fort Bend County Levee Improvement District No. 8 with Certificates of filing by County Clerk

3. Affidavit of Partnership establishing authority of Don S. Aron to execute Petition on behalf of Gertner, Aron & Ledet Investments, a Texas general partnership

4. Certificate of City Secretary of City of Missouri City regarding filing of Petition

5. Certificate of City Secretary of Arcola regarding filing of Petition

6. Order Setting Hearing on a Petition to Create a Levee Improvement District

7. Notice of Hearing

8. Affidavit of posting of Notice of Hearing in the proposed District

9. Certificate evidencing posting of Notice of Hearing on Courthouse Door and mailing to Executive Director, Texas Water Commission

10. Resume of the proposed directors
    a. Vaughan M. Brown
    b. Robbie L. Bates
    c. Gary Rose

11. Engineering Report on Creation of Fort Bend County Levee Improvement District No. 8 prepared by Landev Engineers, Inc.

TG23.FB8/13

AS PER ORIGINAL

AMENDMENT TO PETITION FOR
CREATION, ORGANIZATION AND ESTABLISHMENT OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

THE STATE OF TEXAS ⧫

COUNTY OF FORT BEND ⧫

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

The undersigned, appearing through duly authorized agents and representatives, and acting pursuant to the provisions of Chapter 57 Texas Water Code, as amended, respectfully petitions the Commissioners' Court for the creation of a levee improvement district and for cause would respectfully show the following:

I.

The name of the proposed levee improvement district shall be Fort Bend County Levee Improvement District No. 8.

II.

A Petition for Creation, Organization and Establishment of Fort Bend County Lid Improvement District No. 8 (the "Petition") dated August 20, 1986, has been filed by Gertner, Aron & Ledet Investments, a Texas general partnership, and was presented to the County Judge and Commissioners' Court on September 8, 1986.

III.

A hearing on the Petition was held by the Commissioners' Court at 10:00 a.m. on October 6, 1986, at which time the Commissioners' Court found that the Petition was in proper form, had been properly executed by the owners of a majority of the acreage in the proposed levee improvement district, and had been properly presented to the Commissioners' Court, that the hearing upon such Petition had been properly called, held and conducted and that notice of such hearing had been posted and mailed to the Executive Director of the Texas Water Commission as required by law, that the Commissioners' Court had jurisdiction to entertain such Petition and to hold and conduct a hearing thereon and to enter upon the record and its minutes its findings relative thereto, and that such meeting of the Commissioners' Court was

open to the public and that notice thereof had been given as required by law. Such hearing was thereupon continued until 10:00 a.m. on October 13, 1986, and after being reconvened on October 13, 1986 was continued again until 10:00 a.m. on December 22, 1986.

IV.

Since the date of the Petition, the undersigned has acquired ownership of a majority of the land in the proposed levee improvement district.

V.

The undersigned desires that the Petition be amended so that the undersigned shall be added with Gertner, Aron & Ledet Investments, as petitioner, but that such Petition be unchanged in all other respects, and the undersigned does hereby affirm all terms and provisions of such Petition.

RESPECTFULLY SUBMITTED this 19th day of December, 1986.

Natchez Joint Venture, a Texas joint venture composed of Jerome R. Hutchins, Frank L. Romero, and G. Russell Hutchins

By: Jerome R. Hutchins
Jerome R. Hutchins, managing venturer

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on the 19th day of December, 1986, by Jerome R. Hutchins, managing venturer of Natchez Joint Venture, a Texas joint venture, on behalf of said joint venture.

(SEAL)

Debra L. Marino
Notary Public in and for the State of Texas

My Commission Expires: 6/16/90

Debra L. Marino
Name printed or typed

17

00597

OFFICIAL BOND

THE STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF)(

That we, Vaughan M. Brown, as principal, and Fidelity & Deposit Company of Maryland, as surety, are held and bound unto Fort Bend County Levee Improvement District No. 8 situated in Fort Bend County, Texas, in the sum of Ten Thousand Dollars ($10,000), for the payment of which we hereby bind ourselves, jointly and severally.

The condition of the above obligation is such that: Whereas, the above-bound principal was on October 6, 1986 duly appointed to the office of director of said district; now, therefore, if said principal shall faithfully perform and discharge all the duties required of himself by law as such director, shall faithfully perform the duties of his/her office, shall pay over to district all moneys illegally paid to him/her out of district funds, as voluntary payments or otherwise, and shall not vote or give his/her consent to pay over to district funds except for lawful purposes, then this obligation shall be void, otherwise it shall be remain in full force and effect.

Witness our hands this_____day of_____,198____.

By:_____
Principal

FIDELITY & DEPOSIT COMPANY OF MARYLAND

By: Elaine Knobler
Attorney-in-Fact

Approved by the Board of Directors of

this_____day of
_____,198___.

By_____
Attorney for the District

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_____,known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to that _____executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of_____, 198_____.

_____
Notary Public, The State of Texas

(SEAL)

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elaine Knobler,known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 198_____.

Jay K. Garlick
Notary Public, The State of Texas

(SEAL)

AS PER ORIGINAL

OATH OF OFFICE

I, Vaughan M. Brown, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director of Fort Bend County Levee Improvement District No. 8, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or witholding a vote at the election at which I was elected, and/or to secure my appointment or the confirmation thereof. So help me God.

_____
Vaughan M. Brown

Sworn to and subscribed before me, at _____ _____ this _____ day of _____, 1986.

(SEAL)

_____
Notary Public, State of Texas

_____
Name printed or typed

My commission expires: _____

TG24.FB8/01

00599

AS PER ORIGINAL

OFFICIAL BOND

THE STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF)(

That we, ROBBIE L. BATES, as principal, and Fidelity & Deposit Company of Maryland, as surety, are held and bound unto Fort Bend County Levee Improvement District No. 8 situated in Fort Bend County, Texas, in the sum of Ten Thousand Dollars ($10,000), for the payment of which we hereby bind ourselves, jointly and severally.

The condition of the above obligation is such that: Whereas, the above-bound principal was on October 6, 1986 duly appointed to the office of director of said district; now, therefore, if said principal shall faithfully perform and discharge all the duties required of himself by law as such director, shall faithfully perform the duties of his/her office, shall pay over to district all moneys illegally paid to him/her out of district funds, as voluntary payments or otherwise, and shall not vote or give his/her consent to pay over to district funds except for lawful purposes, then this obligation shall be void, otherwise it shall be remain in full force and effect.

Witness our hands this_____day of_____,198____.

By:_____
Principal

FIDELITY & DEPOSIT COMPANY OF MARYLAND

By: Elaine Knobler
Attorney-in-Fact

Approved by the Board of Directors of

this_____day of
_____,198___.

By_____
Attorney for the District

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_____,known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to that _____executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of_____, 198_____.

_____
Notary Public, The State of Texas

(SEAL)

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elaine Knobler, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 198_____.

Fay K Garlick
Notary Public, The State of Texas

(SEAL)

00660

AS PER ORIGINAL

OATH OF OFFICE

I, Robbie L. Bates, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director of Fort Bend County Levee Improvement District No. 8, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or witholding a vote at the election at which I was elected, and/or to secure my appointment or the confirmation thereof. So help me God.

_____
Robbie L. Bates

Sworn to and subscribed before me, at _____ _____ this _____ day of _____, 1986.

(SEAL)

_____
Notary Public, State of Texas

_____
Name printed or typed

My commission expires: _____

TG24.FB8/01

00601

OFFICIAL BOND

THE STATE OF TEXAS)(
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF)(

That we, GARY ROSE, as principal, and Fidelity & Deposit Company of Maryland, as surety, are held and bound unto Fort Bend County Levee Improvement District No. 8 situated in Fort Bend County, Texas, in the sum of Ten Thousand Dollars ($10,000), for the payment of which we hereby bind ourselves, jointly and severally.

The condition of the above obligation is such that: Whereas, the above-bound principal was on October 6, 1986 duly appointed to the office of director of said district; now, therefore, if said principal shall faithfully perform and discharge all the duties required of himself by law as such director, shall faithfully perform the duties of his/her office, shall pay over to district all moneys illegally paid to him/her out of district funds, as voluntary payments or otherwise, and shall not vote or give his/her consent to pay over to district funds except for lawful purposes, then this obligation shall be void, otherwise it shall be remain in full force and effect.

Witness our hands this_____day of_____,198____.

By:_____
Principal

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By: Elaine Knobler
Attorney-in-Fact

Approved by the Board of Directors of

this_____day of
_____,198___.

By_____
Attorney for the District

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared_____,known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to that _____executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of_____, 198_____.

_____
Notary Public, The State of Texas

(SEAL)

THE STATE OF TEXAS)(
COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elaine Knobler,known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 198_____.

Fay K. Garlick
Notary Public, The State of Texas

(SEAL)

OATH OF OFFICE

I, Gary Rose, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director of Fort Bend County Levee Improvement District No. 8, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or witholding a vote at the election at which I was elected, and/or to secure my appointment or the confirmation thereof. So help me God.

_____
Gary Rose

Sworn to and subscribed before me, at _____ _____ this _____ day of _____, 1986.

(SEAL)

_____
Notary Public, State of Texas

_____
Name printed or typed

My commission expires: _____

TG24.FB8/01

The F&D Companies

00603

Fidelity and Deposit Company of Maryland
820 Gessner, Suite 1200
P.O. Box 19048
Houston, Texas 77224-9048
713-465-6638

Bond No. 9994317T

KNOW ALL MEN BY THESE PRESENTS, That Fidelity & Deposit Company, a corporation of the State of Texas hereinafter called the Surety, is held and firmly bound unto Fort Bend County Levee Improvement District No. 8 hereinafter called the Obligee, in the amount or amounts as set forth in the schedule forming a part of this bond, or as hereafter added to said schedule as hereinafter provided, for the payment of said amount or amounts the Surety binds itself, its successors and assigns firmly by these presents.

IN WITNESS WHEREOF, The Surety has duly executed and sealed this bond this 6th day of October 19 86.

WHEREAS, various persons have been elected or appointed, or may hereafter be elected or appointed, to fill the positions which are designated in the attached schedule, or hereafter added to said schedule as hereinafter provided, being sometimes hereinafter called "Employee".

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if each Employee, filling any such designated or added position shall faithfully perform the duties of his position, as required by law, and shall pay over and deliver all money and property received by him as such Employee, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed and accepted subject to the following agreements and limitations:

FIRST: as to positions named in the schedule, the Surety shall not be liable for losses occurring prior to the date of this bond, and as to positions hereafter added to the schedule, as hereinafter provided, the Surety shall not be liable for losses occurring prior to the effective dates of such additions to the schedule.

SECOND: The Obligee may add other Positions to the schedule, by giving written notice to the Surety, and may likewise increase or decrease the amounts of coverage as to any position, by giving like written notice to the Surety. Such additions of positions, and increases or decreases of the amount of coverage on positions, shall be effective on the date when the Surety shall receive written notice thereof from the Obligee.

THIRD: The aggregate liability of the Surety on account of any one Employee shall in no event exceed the largest single amount for which said Employee is at any time bonded hereunder, regardless of the number of years this bond, or the renewals thereof, shall continue in force; nor shall the Surety be liable for an amount in excess of the amounts for which said Employee is bonded during the period when the loss occurred.

The F&D Companies

00604

Fidelity and Deposit Company of Maryland
820 Gessner, Suite 1200
P.O. Box 19048
Houston, Texas 77224-9048
713•465-6638

FOURTH: The bond shall remain in full force and effect until cancelled and terminated by either, the Obligee or the Surety as follows:

(1) The Obligee may cancel and terminate the bond either in its entirety or as to any position or positions by giving the Surety written notice, in which event the cancellation and termination shall be effective on the date when the Surety shall receive such notice.

(2) The surety may cancel and terminate this bond either in its entirety or as to any position or positions by giving written notice to the Obligee, in which event the cancellation and termination shall be effective thirty days after the Obligee shall have received such notice.

SCHEDULE

ITEM NO.	DESCRIPTION POSITION	LOCATION POSITION	NO. EMPLOYEES FILLING POSITION	AMOUNT COVERAGE ON EACH	AGGREGATE COVERAGE	PREMIUM
1.	Director	Fort Bend County Levee Improvement District No. 8	three (3)	$10,000	$30,000	$105.00

Fidelity & Deposit Company

BY: Elaine Knobler
Attorney in Fact

8666722

FB16.025

17 1906 2170

AS PER ORIGINAL 006605

0032

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

CERTIFICATE OF 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 time 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 22 day of December, 1986.

Dianne Wilson
County Clerk

Jodie E. Stavinoha
County Judge

(COMM. CT. SEAL)

Return to File

FB16.025

THE STATE OF TEXAS X

AS PER ORIGINAL

COUNTY OF FORT BEND X

The Commissioners' Court of the County of Fort Bend Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 22nd day of December, 1986, 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 B. Pressley	Commissioner, Precinct No. 3
Bob S. Lutts	Commissioner, Precinct No. 4
Dianne Wilson	County Clerk

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER UPON HEARING OF PETITION TO CREATE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8; MAKING FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH; ESTABLISHING FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8, AND DEFINING THE BOUNDARIES THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

(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: 4

NOES: 0

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER UPON HEARING OF PETITION TO CREATE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8; MAKING FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH; ESTABLISHING FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8 AND DEFINING THE BOUNDARIES THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

WHEREAS, on the 8th day of September, 1986, there was presented to the County Judge and Commissioners' Court of Fort Bend County, Texas, a petition (hereinafter sometimes referred to as the "Petition") requesting creation of a levee improvement district to be known as Fort Bend County Levee Improvement District No. 8, under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, a copy of which Petition is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, by Order duly entered by the Commissioners' Court on the 8th day of September, 1986, a hearing before the Commissioners Court of Fort Bend County, Texas, on the Petition was set for 10 o'clock a.m. on the 6th day of October, 1986, such date being less than thirty (30) but more than fifteen (15) days from the date of presentation of the Petition and adoption by the Commissioners' Court of the Order Setting Hearing on a Petition to Create a Levee Improvement District; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notice of such hearing had been posted and had been mailed to the Executive Director of the Texas Water Commission in accordance with the provisions of Chapter 57, Section 57.015, Texas Water Code, as amended; and

WHEREAS, the Court at such hearing invited any interested person, or his attorney, to appear and contend for or contest the creation of the proposed levee improvement district and to offer testimony pertinent to any items presented, and the Court heard evidence on the Petition and all issues with respect to the creation of the proposed levee improvement district, including evidence on whether the district and the proposed improvements

are or are not necessary, would or would not be desirable, feasible, and practicable, would or would not be a public utility and a public benefit and conducive to public health, and whether or not the Petition had been signed by the owners of a majority of the acreage in the proposed levee improvement district; and

WHEREAS, the proponents of the district and others offered evidence, both oral and documentary, in favor of all of the foregoing matters and the allegations in the Petition and the creation of the district with boundaries containing the 1308.1634 acres of land described in the Petition; and

WHEREAS, a representative of the Texas Water Commission appeared at such hearing and filed a written report with the Court on the matters which have been investigated by such agency, including an examination of the proposed district and of the necessity, feasibility, and probable costs of reclaiming the land of the district from overflow and of draining it properly, and a determination of the costs of organizing the district and maintaining it for two (2) years, a copy of such report being attached hereto as Exhibit "B"; and

WHEREAS, such hearing was thereupon duly adjourned said hearing until the 13th day of October, 1986, at 10:00 o'clock a.m.; and

WHEREAS, at the reconvened hearing on October 13, 1986, this Court again heard evidence concerning the proposed district and such hearing was thereupon duly adjourned until the 22nd day of December 1986, at 10:00 o'clock, a.m.; and

WHEREAS, such hearing has been properly reconvened and based upon the evidence and testimony presented, including an Amendment to the Petition presented at this reconvened hearing, this Court, finds as follows:

(a) That the Petition is in proper form and has been properly executed by the owners of a majority of

the acreage in the proposed district and is accompanied by a deposit of Fifty Dollars ($50.00) and has been properly presented to this Court;

(b) That the hearing upon such Petition has been properly called, held and conducted and that notice of such hearing has been posted and mailed to the Executive Director of the Texas Water Commission as required by law; and

(c) That this Court has jurisdiction to entertain such Petition and to hold and conduct a hearing thereon and to enter upon the record and minutes of this Court its findings relative to such hearing under the provisions of Title 4, Chapter 57, Texas Water Code, as amended; and

(d) That the allegations contained in such Petition, as amended, are true and correct and the relief sought in such Petition, as amended, should be granted in all respects; and

(e) That creation of the proposed district as prayed for in the Petition and that the proposed improvements are desirable, feasible, and practicable and are needed and would be conducive to public health and would be a public benefit and public utility; and

(f) That this meeting of the Commissioners' Court of Fort Bend County, Texas, is open to the public and that notice thereof has been given as required by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners' Court of Fort Bend County, Texas:

Section 1: That the foregoing findings and judgments of this Court are hereby determined to be true, correct and complete and are hereby approved and adopted.

Section 2: That the Petition be and the same is hereby in all respects granted; provided, however, all taxes to be levied by the District shall be on an ad valorem basis and no taxes shall be levied by the District on a benefit basis.

Section 3: That Fort Bend County Levee Improvement District No. 8 is hereby created and established, and the boundaries of such district are hereby defined as containing 1308.1634 acres of land, more or less, as more particularly described by metes and bounds in Exhibit "A" to the Petition, which description is hereby incorporated by reference for all purposes as if set forth in full herein.

Section 4: That the plans and specifications of all levee and drainage improvements to be constructed by the District shall be approved by the Commissioners' Court of Fort Bend County and by the Fort Bend County Drainage Engineer prior to commencement of construction.

Section 5: That the County Judge is authorized to execute and the County Clerk to attest this Order on behalf of the Court.

Section 6: That a copy of this Order and the findings and judgments of this Court relative to the hearing on the Petition to create Fort Bend County Levee Improvement District No. 8 shall be recorded in the minutes of this Court and shall be recorded in the Official Public Records of Fort Bend County, Texas.

PASSED AND ADOPTED this 22nd day of December, 1986.

Jodie E. Stavinoha
Jodie Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County,
Texas

(SEAL)

AS PER ORIGINAL

FBLIDS.1/D

PETITION FOR CREATION, ORGANIZATION
AND ESTABLISHMENT OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

AS PER ORIGINAL

THE STATE OF TEXAS ⌇
⌇
COUNTY OF FORT BEND ⌇

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS COURT
OF FORT BEND COUNTY, TEXAS:

The undersigned, the owners of a majority of the acreage in the territory hereinafter described (herein the "Petitioners"), acting pursuant to the provisions of Chapter 57, Texas Water Code, as amended, and in keeping with the provisions of Article XVI, Section 59, of the Constitution of Texas, respectfully petition for the organization of a levee improvement district and would show as follows:

I.

The name of the proposed levee improvement district shall be Fort Bend County Levee Improvement District No. 8 (herein the "District").

II.

The District shall contain an area of approximately 1308.1634 acres of land situated wholly within Fort Bend County, Texas, described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

III.

The District shall be organized for the following purposes:

1. to construct and maintain levees and other improvements on, along, and contiguous to rivers, creeks, and streams within and adjacent to the District;

2. to reclaim land within the District from overflow from these streams;

3. to control and distribute the waters of rivers and streams within and adjacent to the District by straightening and otherwise improving them; and

4. to provide for the proper drainage and other improvement of the reclaimed land within the District;

all as contemplated by Chapter 57, Texas Water Code, as amended, and Article XVI, Section 59, of the Constitution of Texas.

IV.

The general nature of the work proposed to be done at this time by the District is the building, acquisition, construction, completion, carrying out, maintaining, protection, and, in case of necessity, the addition to and rebuilding of all works and improvements within the District necessary or proper to fully

EXHIBIT "A"

AS PER ORIGINAL

AS PER ORIGINAL 00612

accomplish a reclamation plan for draining land, constructing levees on land, and reclaiming land of the District from overflow or damage by waters from streams inside or adjacent to the District which may affect land in the District, and where necessary, the straightening of streams which may injure the land of the District.

V.

There is a necessity for the organization of the District and the proposed improvements for the reason that the territory to be included in the District is being or will be developed for residential, commercial, and/or industrial purposes, and the health and welfare of the present and future residents of the District and the protection of lands, property, residences, and commercial and industrial establishments within the District requires the construction of such proposed improvements.

VI.

The proposed improvements are feasible in that the necessary levees, bridges, drains, and other reclamation improvements can be acquired or constructed at reasonable costs, and taxes at reasonable rates can be levied within the District which will be sufficient to amortize all debt incurred by the District for the purpose of acquiring or constructing the needed improvements and to provide for the payment of all costs of proper maintenance, upkeep, and repair, and additions to the levees and other improvements in the District, and other costs or improvements authorized by Chapter 57, Texas Water Code, as amended.

VII.

The Petitioners propose that taxes to be levied by the District can not feasibly be levied on the benefit basis and rather should be levied on the ad valorem basis; provided, however, such proposal shall not be considered as limiting the authority of the Commissioners Court or the Board of Directors of the District from asserting, levying, and collecting taxes on the benefit basis, or a combination of ad valorem and benefit basis or in such other manner as may now or hereafter be authorized by law.

VIII.

The sum of Fifty Dollars ($50.00) has been deposited with the County Clerk of Fort Bend County as Ex-Officio Clerk of the Commissioners Court to cover expenses incident to the hearing on this petition.

WHEREFORE, the undersigned respectfully pray: that this petition be properly filed as provided by law; that upon filing of this petition, the Honorable Commissioners Court of Fort Bend County, Texas, if it be in session, and if not, then the Honorable County Judge of Fort Bend County, Texas, order that a hearing be set on this petition before said Commissioners Court or County Judge during the period beginning with the fifteenth (15th) day and ending with the thirtieth (30th) day after the date of such order; that the County Clerk be ordered to issue notice informing all persons concerned of the time and place of such hearing and of their right to appear at the hearing and contend for or contest the creation of the District; that such notice be given and posted as required by law by posting notice

AS PER ORIGINAL
ORIGINAL

of such hearing at the courthouse door and at four (4) different places inside the proposed District for at least ten (10) days before the date of the hearing; that the County Clerk be ordered to mail notice of the hearing to the Executive Director, Texas Department of Water Resources, Austin, Texas, stating that this petition has been filed and including a statement of its general purpose and the time and place of the hearing; that said hearing be held and conducted as required by law and, if upon such hearing it be found that this petition sets forth and conforms to the requirements of law and is signed by the owners of a majority of the acreage in the proposed District, that notice of the hearing was given, that the proposed improvements are desirable, feasible, and practicable and would be a public utility and public benefit and conducive to public health, and that the District should be created, that the Commissioners Court so find and render its judgment reciting such findings and creating and establishing the District; that the Commissioners Court appoint three (3) persons to serve as directors of the District in the manner provided by law; and for such other proceedings and orders as are proper and necessary and appropriate to the organization of said District and to the execution of the purposes for which said District shall be organized.

RESPECTFULLY SUBMITTED this 20 day of August, 1986.

GERTNER, ARON & LEDET INVESTMENTS,
a Texas general partnership

By: _____
Don S. Aron, General Partner

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on Aug. 20, 1986 by Don S. Aron, General Partner of Gertner, Aron & Ledet Investments on behalf of said partnership.

_____
Notary Public in and for
the State of T E X A S

(SEAL)

F. C LEDET
Name typed or printed
Commission expires: 11/88

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 8
1,308.1634 ACRES

MOSES SHIPMAN LEAGUE
ABSTRACT NO. 86
AND
THOMAS BARNETT SURVEY
ABSTRACT NO. 7

00614

AS PER ORIGINAL

State of Texas §

County of Fort Bend §

A Metes and Bounds description of 1,308.1634 acres (56,983,601 square feet) of land in the Moses Shipman League, Abstract No. 86, and the Thomas Barnett Survey, Abstract No. 7, lying in Fort Bend County, Texas. Said 1,308.1634 acres is more particularly described by metes and bounds as follows:

AS PER ORIGINAL

PARCEL ONE

A Metes and Bounds description of 1,258.7570 acres (54,831,458 square feet) of land in the Moses Shipman League, Abstract No. 86, and the Thomas Barnett Survey, Abstract No. 7, lying in Fort Bend County, Texas, and being all of Tract One (called 358.657 acres), Tract Two (called 17.873 acres), and Tract Three (called 18.233 acres), as described in deed from Lonnie D. Harrison, Trustee, to Great Western Development Company and recorded in Volume 1344, Page 205, of the Official Records of said County, and also being all of that certain tract of land, as described in deed from Steve T. Cochran, Trustee, to Great Western Development Company and recorded in Volume 1398, Page 687 of said Official Records ("Great Western Tract"), and also being all of a called 23.990 acre tract, as described in deed from Vincent E. Smith, et al., to Alvin L. Balzer and recorded in Volume 626, Page 407 of the Deed Records of said County ("Balzer Tract"), and also being all of a called 121.3583 acre tract, as described in deed from Joseph E. Knight, et al., to Great Western Development Company and recorded in Volume 1360, Page 360 of said Official Records ("Knight Tract"), and also being a part of that certain tract of land, as described in deed from Vivian Ruth Brashier to Robert Howell McGinnes and recorded in Volume 713, Page 898 of said Deed Records ("McGinnes Tract") (said Tract One, Tract Two, Tract Three, Great Western Tract, Balzer Tract, Knight Tract, and McGinnes Tract being part of the Cochran and McCluer Subdivision according to the map or plat recorded in Volume 58, Page 75 of said Deed Records), and also being all of a called 510.355 acre tract, as described in deed from Eugene E. Arensberg, Jr., Trustee, et al., to Gemcraft Homes, Inc., and recorded in Volume 1325, Page 769, of said Official Records (said 510.355 acres being all of Longpoint Subdivision according to the map or plat recorded on Slide No. 584-A of the Plat Records of said County), and also being part of a called 224.465 acre tract, as described by deed from Bessie Senior, et al., to Waterbrook, Inc. and recorded in Volume 726, Page 561 of said Deed Records, and also being part of a called 419.342 acre tract, as described in deed from Bessie Senior to William R. Senior, Trustee, et al., and recorded in Volume 608, Page 791, of said Deed Records (Tract "D"). Said Parcel One is more particularly described by metes and bounds as follows:

BEGINNING at a 1-inch iron rod found for the most Northerly Northeast corner of said Tract One, and lying on the Southwest right-of-way line of State Highway No. 6 (100 feet wide);

THENCE, South 57 degrees 52 minutes 45 seconds East, 1011.36 feet, with said Southwest right-of-way line to a 1-inch iron rod found for corner;

THENCE, South 00 degrees 00 minutes 09 seconds East, 1064.97 feet, with the most Westerly West line of a tract of land described in deeds from James H. Stokes, et ux., to James H. Stokes, Jr., and Sharon Aleta Stokes, and recorded in Volume 1113, Page 864, and Volume 1113, Page 866, respectively, of the Deed Records of said County ("Stokes Tract") to a 5/8-inch iron rod set for the most Westerly Southwest corner of said Stokes Tract, said iron rod also being the Northwest corner of said Great Western Tract;

THENCE, North 89 degrees 57 minutes 45 seconds East, 1616.50 feet with a common line of said Stokes Tract and said Great Western Tract to a fence post found for the Northeast corner of said Great Western Tract;

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 8
1,308.163 ACRES
IN PARCELS OF ONE AND TWO

AS PER ORIGINAL

AS PER ORIGINAL

THENCE, South 00 degrees 00 minutes 06 seconds East, 1036.19 feet, along a common line of said Great Western Tract and said Stokes Tract, to a 1/2-inch iron rod found for the Southeast corner of said Great Western Tract;

THENCE, SOUTH 1605.04 feet, continuing with a line of said Stokes Tract, being the most Easterly East line of said Tract One, to a 1-1/2-inch galvanized iron pipe found for the Southeast corner of said Tract One and the most Southerly Southwest corner of said Stokes Tract, said iron pipe also lying on the North line of said 510.355 acre tract;

THENCE, South 89 degrees 41 minutes 22 seconds East, 831.51 feet, with the most Southerly South line of said Stokes Tract and the North line of said 510.355 acre tract to a 3/4-inch iron pipe found for the most Southerly Southeast corner of said Stokes tract, said iron pipe being the Southwest corner of said McGinnes Tract;

THENCE, North 01 degrees 09 minutes 15 seconds West, 1057.06 feet, with the most Southerly East line of said Stokes Tract and the West line of said McGinnes Tract to a 1/2-inch iron pipe found for the Northwest corner of said McGinnes Tract;

THENCE, North 89 degrees 19 minutes 38 seconds East, 464.27 feet, with the most Easterly South line of said Stokes Tract and the North line of said McGinnes Tract to a 1/2-inch iron rod found for corner, said iron rod lying on the West line of a proposed 200 foot wide drainage easement;

THENCE, South 31 degrees 10 minutes 46 seconds West, 253.63 feet with the West line of said proposed easement, to the point of curvature of a curve to the left, from which a 1/2-inch iron rod found bears North 31 degrees 10 minutes 46 seconds East, 0.37 feet;

THENCE, with said curve to the left, having a radius of 300.00 feet, a central angle of 48 degrees 37 minutes 59 seconds, a distance along the arc of said curve of 254.64 feet to the point of tangency, from which a 1/2-inch iron rod found bears North 17 degrees 27 minutes 13 seconds West, 0.21 feet;

THENCE, South 17 degrees 27 minutes 13 seconds East, 243.11 feet continuing along said West line to the point of curvature of a curve to the left, from which a 1/2-inch iron rod found bears South 17 degrees 27 minutes 13 seconds East, 0.16 feet;

THENCE, with said curve to the left, having a radius of 500.00 feet, a central angle of 20 degrees 02 minutes 47 seconds, a distance along the arc of said curve of 174.94 feet to a 1/2-inch iron rod found for the point of tangency;

THENCE, South 37 degrees 30 minutes 00 seconds East, 270.53 feet continuing along said West line to a 5/8-inch iron rod set on the South line of said McGinnes Tract and the North line of said 510.355 acre tract, and from which a found 1/2-inch iron rod bears North 37 degrees 30 minutes 00 seconds West, 0.37 feet;

THENCE, South 89 degrees 54 minutes 35 seconds East, 252.40 feet, with the common line of said 510.355 acres and said proposed easement to a point for the Southeast corner of said proposed easement, and from which a 1/2-inch iron rod found bears North 59 degrees 06 minutes 44 seconds West, 0.38 feet;

THENCE, North 37 degrees 30 minutes 00 seconds West, 424.49 feet, along the East line of said proposed easement to a 1/2-inch iron rod found for the point of curvature of a curve to the right;

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 8
1,305.163 ACRES
IN PARCELS OF ONE AND TWO

AS PER ORIGINAL

AS PER ORIGINAL

THENCE, with said curve to the right, having a radius of 300.00 feet, a central angle of 20 degrees 02 minutes 47 seconds, a distance along the arc of said curve of 104.96 feet to the point of tangency, and from which a 1/2-inch iron rod found bears South 40 degrees 51 minutes 56 seconds East, 0.19 feet;

THENCE, North 17 degrees 27 minutes 13 seconds West, 243.11 feet, continuing along said East line to the point of curvature of a curve to the right;

THENCE, with said curve to the right, having a radius of 100.00 feet, a central angle of 48 degrees 37 minutes 59 seconds, a distance along the arc of said curve of 84.88 feet to the point of tangency, and from which a 1/2-inch iron rod found bears North 07 degrees 34 minutes 52 seconds East, 0.19 feet;

THENCE, North 31 degrees 10 minutes 46 seconds East, 377.70 feet, continuing along said East line, to a point for the Northeast corner of said proposed easement, and from which a 1/2-inch iron rod found bears North 80 degrees 00 minutes 39 seconds East, 0.17 feet;

THENCE, North 89 degrees 21 minutes 57 seconds East, 108.39 feet, along the North line of said McGinnes Tract to a fence point found for angle point;

THENCE, South 89 degrees 43 minutes 13 seconds East, 961.59 feet, along the North line of said McGinnes Tract to a 1/2-inch iron rod found for corner, and lying on the Southwest right-of-way line of State Highway No. 6 (100 feet wide);

THENCE, South 57 degrees 46 minutes 59 seconds East, 775.79 feet, along said Southwest right-of-way line, to a 1/2-inch iron rod found for corner, and being the Northwest corner of a called 7.5178 acre tract, as described in deed from Hazel Bryan Oliver to Albert B. Lum, Trustee, as recorded in Volume 1044, Page 679 of the Deed Records of Fort Bend County, Texas;

THENCE, South 00 degrees 00 minutes 15 seconds East, 651.61 feet, with the West line of said 7.5178 acres, same being the centerline of Sycamore Road (40 feet wide), to a 1/2-inch iron rod found for corner of the tract herein described;

THENCE, South 89 degrees 54 minutes 35 seconds East, 20.07 feet, along the South line of said 7.5178 acre tract to a 1-inch iron rod found for angle point lying on the East line of said Sycamore Road;

THENCE, North 89 degrees 58 minutes 26 seconds East, 1018.80 feet along the South line of said 7.5178 acre tract to a 5/8-inch iron rod found lying on said Southwest right-of-way line of State Highway No. 6;

THENCE, South 57 degrees 46 minutes 23 seconds East, 565.69 feet along said Southwest right-of-way line of State Highway No. 6 to a 3/4-inch iron pipe found being on the North line of a 101.520 acre tract, as described in deed from Salvador Cassis Salome to Miguel S. Hasbun, Trustee, and recorded in Volume 921, Page 362 of said Deed Records of Fort Bend County;

THENCE, North 89 degrees 46 minutes 15 seconds West, 1199.91 feet along the North line of said 101.520 acre tract to a 5/8-inch iron rod found being the Northwest corner of said 101.520 acre tract;

THENCE, South 03 degrees 18 minutes 56 seconds East, 3171.05 feet along the West line of said 101.520 acre tract, same being the East line of said 510.355 acre tract to a 5/8-inch iron rod set on the North right-of-way line of McKeever Road (80 feet wide), same being the South line of the Briscoe Irrigation Company Easement (200 feet wide), as recorded in Volume 196, Page 209 of said Deed Records of Fort Bend County;

AS PER ORIGINAL

AS PER ORIGINAL

THENCE, North 89 degrees 24 minutes 58 seconds West, 5290.59 feet with the common right-of-way line of said McKeever Road and said Briscoe Irrigation Company Easement to a 5/8-inch iron rod set for angle point;

THENCE, North 89 degrees 39 minutes 27 seconds West, 733.39 feet continuing along said common right-of-way line to a 5/8-inch iron rod set on the Easterly High Bank of Oyster Creek;

THENCE, in a Northerly direction along the Easterly high bank of Oyster Creek to the following fifteen (15) courses and distances:

North 14 degrees 19 minutes 47 seconds West, 143.52 feet to a point;

North 27 degrees 09 minutes 07 seconds West, 46.50 feet to a point;

North 35 degrees 38 minutes 47 seconds West, 78.20 feet to a point;

North 17 degrees 50 minutes 27 seconds West, 83.10 feet to a point;

North 39 degrees 38 minutes 07 seconds West, 184.10 feet to a point;

North 46 degrees 49 minutes 37 seconds West, 206.50 feet to a point;

North 34 degrees 14 minutes 17 seconds West, 78.70 feet to a point;

North 13 degrees 32 minutes 13 seconds East, 81.80 feet to a point;

North 44 degrees 31 minutes 09 seconds West, 209.99 feet to a point;

North 43 degrees 15 minutes 49 seconds West, 218.30 feet to a point;

North 29 degrees 38 minutes 39 seconds West, 209.10 feet to a point;

North 55 degrees 00 minutes 29 seconds West, 203.20 feet to a point;

North 14 degrees 51 minutes 09 seconds West, 134.10 feet to a point;

North 03 degrees 40 minutes 49 seconds West, 198.20 feet to a point;

North 04 degrees 06 minutes 01 second East, 121.00 feet to a 5/8-inch iron rod set on the South line of said Tract D, and being the Northeast corner of Oyster Creek Country, according to the map or plat recorded in Volume 23, Page 28 of the Plat Records of said Fort Bend County;

THENCE, South 89 degrees 59 minutes 50 seconds West, 39.77 feet, with the common line of said Oyster Creek Country and Tract D to a point for corner

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 8
1,308.163 ACRES
IN PARCELS OF ONE AND TWO

AS PER ORIGINAL

AS PER ORIGINAL

lying on the center line of a 180 foot wide Fort Bend County Drainage Easement, as recorded in Volume 851, Page 514 of said Deed Records of Fort Bend County;

THENCE, with said centerline the following twelve (12) courses and distances:

North 05 degrees 59 minutes 28 seconds West, 440.10 feet to an angle point;

North 29 degrees 52 minutes 58 seconds West, 460.03 feet to an angle point;

North 33 degrees 09 minutes 48 seconds West, 286.17 feet to an angle point;

North 64 degrees 24 minutes 08 seconds West, 260.12 feet to an angle point;

North 67 degrees 34 minutes 58 seconds West, 1024.96 feet to an angle point;

South 89 degrees 57 minutes 48 seconds West, 1274.70 feet to an angle point;

South 89 degrees 23 minutes 46 seconds West, 872.76 feet to an angle point;

North 89 degrees 15 minutes 10 seconds West, 1203.98 feet to an angle point;

North 34 degrees 05 minutes 46 seconds West, 246.82 feet to a point;

North 01 degree 07 minutes 27 seconds East, 629.34 feet to a point;

North 27 degrees 40 minutes 53 seconds West, 730.57 feet to a point;

North 29 degrees 08 minutes 45 seconds West, 102.09 feet to a point;

THENCE, North 30 degrees 26 minutes 05 seconds East, departing the centerline of said drainage easement, at 104.37 feet crossing the Northeast line of said drainage easement, and continuing for a total distance of 241.38 feet to a point lying on the center line of Oyster Creek;

THENCE, with the centerline of Oyster Creek, the following eight (8) courses and distances:

North 06 degrees 46 minutes 14 seconds East, 159.75 feet to a point;

North 20 degrees 35 minutes 57 seconds East, 219.98 feet to a point;

North 05 degrees 24 minutes 42 seconds West, 523.65 feet to a point;

North 34 degrees 37 minutes 30 seconds East, 240.09 feet to a point;

AS PER ORIGINAL

AS PER ORIGINAL

North 53 degrees 17 minutes 40 seconds East, 257.64 feet to a point;

North 81 degrees 05 minutes 47 seconds East, 411.55 feet to a point;

North 86 degrees 36 minutes 53 seconds East, 501.76 feet to a point;

South 54 degrees 26 minutes 53 seconds East, 290.63 feet to a point;

THENCE, departing said centerline of Oyster Creek, North 02 degrees 42 minutes 30 seconds East, at 155.04 feet passing a 1/2-inch iron rod found, and continuing for a total distance of 233.00 feet to a 12-inch Hackberry tree lying on the South right-of-way line of Watts Plantation Road (60 feet wide) and being the Northwest corner of said Knight Tract;

THENCE, South 89 degrees 58 minutes 01 second East, 1543.57 feet along said South right-of-way line to a 1-3/4-inch iron pipe found being the Northwest corner an 8.5184 acre tract, as described in deed from Gerald G. Gasser, et ux., to Joe E. Knight, et al., and recorded in Volume 913, Page 786 of said Fort Bend County Deed Records;

THENCE, South 00 degrees 16 minutes 08 seconds East, 471.97 feet with the common line of said Knight Tract and said 8.5184 acre tract to a 2-inch iron pipe found for angle point;

THENCE, South 00 degrees 03 minutes 41 seconds East, 539.20 feet with a common line of said Knight Tract and a 10 acre tract, as described in deed from Peyton Turner, et al., to Donald Kwok, and recorded in Volume 1368, Page 350 of said Official Records of Fort Bend County, to a 1-inch iron rod found being the common West corner of said 10 acre tract and said Tract Two;

THENCE, East, along the common line of said 10 acres and said Tract Two, at 779.03 feet passing a 1-inch iron rod found on the West right-of-way line of said Knight Road, and continuing for a total distance of 839.03 feet to a point for corner on the East right-of-way line of said Knight Road;

THENCE, North 00 degrees 00 minutes 04 seconds East, with said East right-of-way line, same being the West line of said Tract One, 2126.70 feet to a 1/2-inch iron rod found for the Northwest corner of said Tract One;

THENCE, South 89 degrees 03 minutes 56 seconds East, 1119.70 feet, with the North line of said Tract One, to a 1-inch iron rod found for angle point;

THENCE, South 89 degrees 58 minutes 56 seconds East, 919.00 feet, continuing with said North line, to a 1-inch iron rod found for angle point;

THENCE, South 89 degrees 05 minutes 56 seconds East, 268.61 feet, continuing with said North line, to the POINT OF BEGINNING, and containing 1258.7570 acres (54,831,458 square feet) of land.

PARCEL TWO

A Metes and Bounds description of 49.4064 acres (2,152,143 square feet) of land in the Moses Shipman League, Abstract No. 86, lying in Fort Bend County, Texas, and being all of a called 49.4061 acre tract, as described by

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 8
1,306.163 ACRES
IN PARCELS OF ONE AND TWO

AS PER ORIGINAL

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PARCEL TWO CONT.

deed from Steve T. Cochran, Trustee to Gertner, Aron and Ledet Investments and recorded in Volume 1599, Page 220 of the Official Records of said Fort Bend County. Said 49.4064 acres is more particularly described by metes and bounds as follows:

BEGINNING at a 1-1/2-inch galvanized iron pipe found for the Northeast corner of the tract herein described, and lying on the Southwest right-of-way line of State Highway No. 6 (100 feet wide);

THENCE, South 00 degrees 10 minutes 26 seconds East, departing said Southwest right-of-way line, 1564.50 feet to a 2-inch galvanized iron pipe found for the Southeast corner of the tract herein described;

THENCE, North 89 degrees 58 minutes 16 seconds West, 1286.35 feet to a 3/4-inch galvanized iron pipe found for the Southwest corner of the tract herein described;

THENCE, North 04 degrees 31 minutes 39 seconds East, 1985.71 feet to a 2-inch galvanized iron pipe found for the Northwest corner of the tract herein described, and lying on said Southwest right-of-way line;

THENCE, South 69 degrees 43 minutes 09 seconds East, with said Southwest right-of-way line, 1199.20 feet to the POINT OF BEGINNING, and containing 49.4064 acres (2,152,143 square feet) of land.

December 27, 1985
RLD:bgb
Job No. 85.094
85.094mba-g

TEXAS WATER COMMISSION

AS PER ORIGINAL

AS PER ORIGINAL

IN RE: MATTER OF THE CREATION OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8 (RE-255)

IN THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

Written report of the Executive Director of the Texas Water Commission to be filed at Hearings Upon Application to Create Levee Improvement District Pursuant to Rule 301.21 of the Rules of the Texas Water Commission and Section 57.016, Texas Water Code.

I.

Notice of Hearing on Petition for Creation of Fort Bend County Levee Improvement District No. 8 was received by the Texas Water Commission on September 12, 1986. 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 thorough staff review of the Preliminary Report For Creation of Fort Bend County Levee Improvement District No 8 prepared by the petitioner's engineer, Landev Engineers, Inc., as well as review of the following data and reports:

1. Texas State Reclamation Engineers files;
2. U. S. Army Corps of Engineers' Brazos River flood data; and
3. Espey, Huston and Associates, Inc., Brazos River Flood Study.

Members of the staff of the Texas Water Commission have visually inspected the land to be included within the proposed Levee District.

The Proposed Fort Bend LID No. 8 covers approximately 1,308 acres of land and is located approximately 1.2 miles Northwest of the intersection of State Highway 6 and Farm to Market Road 521 (old 288) in Arcola, Texas, as shown on Exhibit "A".

EXHIBIT "B"

AS PER ORIGINAL

The proposed District is located in far eastern Fort Bend County and borders the Oyster Creek diversion channel on the west, the Briscoe Canal on the south, and State Highway 6 on the North. The District property is largely undeveloped pasture land with some parts heavily wooded. The topography of the area is generally flat with elevations ranging from 70.5 MSL elevation on the North to 54.1 MSL elevation in the south and low areas within the District. Long Point Creek and some of its tributaries drain the District property in a north to south direction.

II.

Because the land within the District is intended to be used for residential, commercial, and industrial development, it is necessary that it be protected by levee from flooding of the Brazos River. There is an additional need to provide adequate grading and drainage inside the protective levee in order to prevent localized flooding of buildings.

III.

The proposed plan of reclamation (Exhibit "B") provides for the construction of a levee and drainage improvements as follows:

1. Construction of a levee along the western and southern boundaries of the District and along the west and east banks of Long Point Creek where it passes through the District.
2. Construction of an internal drainage channel system and system of detention ponds.
3. Construction of an external sheet flow diversion channel and major rectifications of Long Point Creek in conjunction with Fort Bend County Drainage District.
4. Construction of internal pumping stations to supplement internal storage during high water stages on the Brazos River and/or Long Point Creek.
5. Construction of outfall structures.

AS PER ORIGINAL

IV.

The petitioner's engineer estimates that, based on current prices, the cost of the proposed levee and drainage improvements will total $18,475,000.00. This amount also includes estimated costs for organization of the District and maintenance of the improvements for two years. We concur with the engineer's estimates, which are reflected in Table I.

AS PER ORIGINAL

TABLE I
SUMMARY OF PROJECT COSTS

A. CONSTRUCTION COSTS

1.	Construction Cost	$7,537,165.00
2.	Contingencies @ 10%	753,717.00
3.	Engineering Cost @ 12%	994,906.00
	TOTAL CONSTRUCTION COSTS	$9,285,788.00

B. NON-CONSTRUCTION COSTS

		% OF BIR	
1.	Legal	2	$ 369,500.00
2.	Financial Advisor	2	369,500.00
3.	Capitalized Interest (2 yrs. @ 11%/yr)	22	4,064,500.00
4.	Administrative and District Expenses	1	174,544.00
5.	Bond Discount	3	554,250.00
6.	Developer's Interest (8 mo @ 11%)	7.3	1,354,218.00
7.	Purchase of Land	11.2	2,076,000.00
8.	Maintenance Expense	1.2	221,700.00
	TOTAL NON-CONSTRUCTION COSTS		$9,189,212.00
	TOTAL BOND ISSUE REQUIREMENTS		$18,475.000.00

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 $416,820,000.00. The total annual debt service requirement for retirement of $18,475,000.00 bond issue has been calculated by the petitioner's financial advisor to be $2,193,722 per year based on 11% interest and 25-year life of bonds. Assuming a 90-percent tax collection rate and full development of the District, an ad valorem tax rate of approximately 0.58% per $100 of valuation will be required to discharge the District's bond obligation.

It is the opinion of the Texas Water Commission's 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

Larry R. Soward

Larry R. Soward
Executive Director
Texas Water Commission

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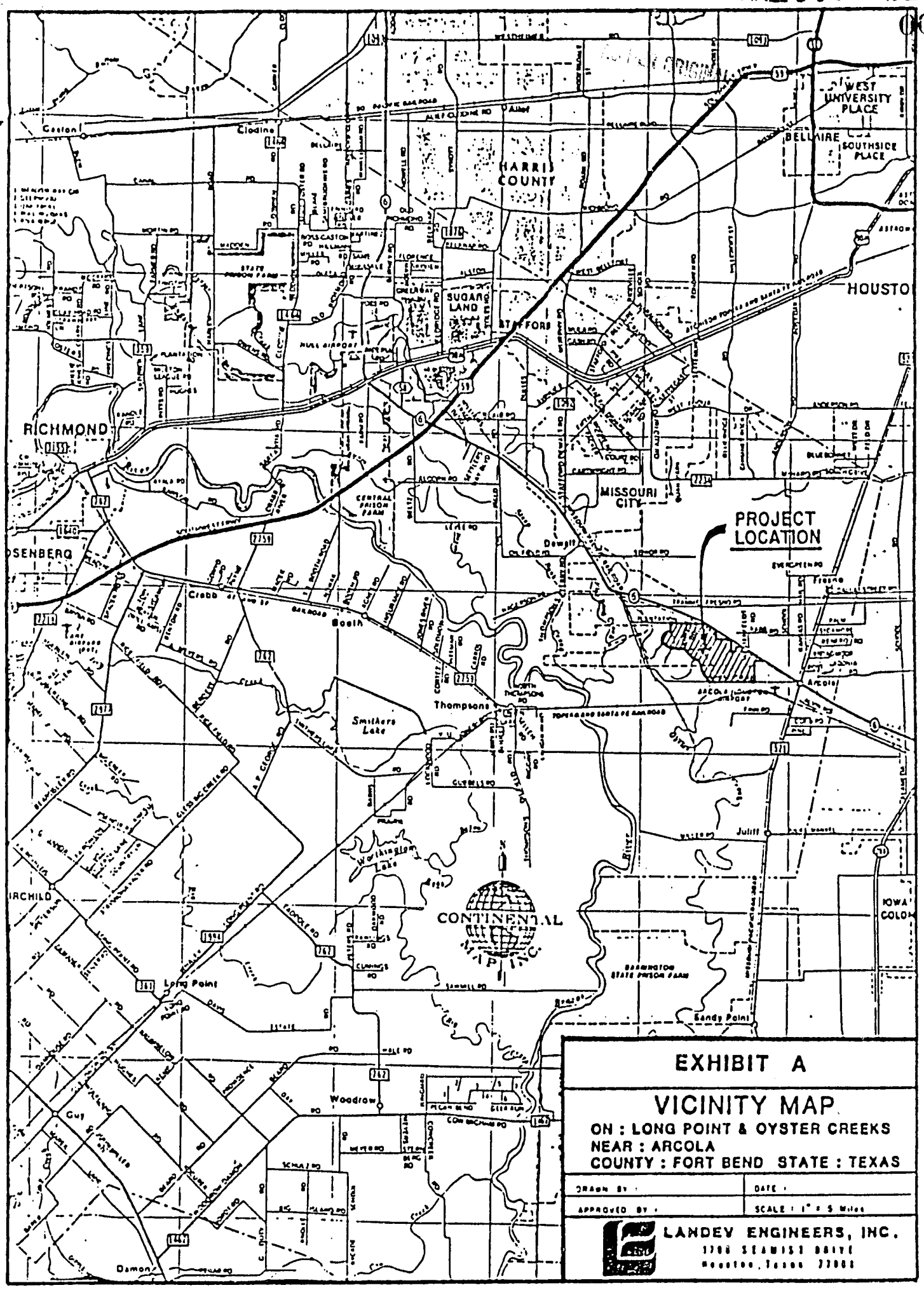

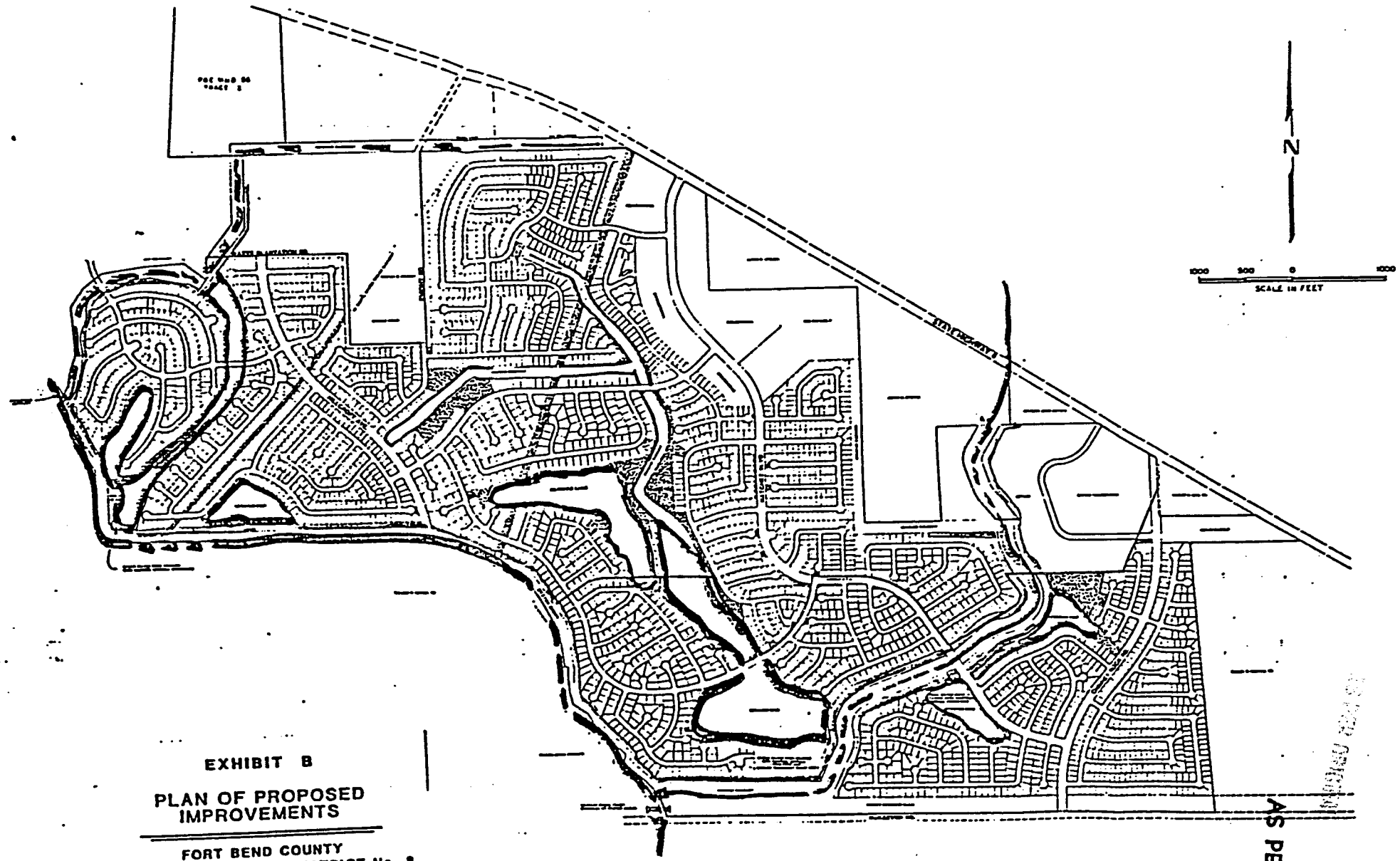

EXHIBIT B

PLAN OF PROPOSED IMPROVEMENTS

FORT BEND COUNTY
LEVEE IMPROVEMENT DISTRICT No. 8

LANDEV ENGINEERS, INC.

AS PER ORIGINAL

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FB16.025

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 22nd day of December, 1986, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 22 day of December, 1986.

By: Dianne Wilson
DIANNE WILSON
County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas

(SEAL)

FILED

'86 DEC 24 A9:55

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

DEC 30 1986

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

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AMENDMENT TO PETITION FOR
CREATION, ORGANIZATION AND ESTABLISHMENT OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

The undersigned, appearing through duly authorized agents and representatives, and acting pursuant to the provisions of Chapter 57 Texas Water Code, as amended, respectfully petitions the Commissioners' Court for the creation of a levee improvement district and for cause would respectfully show the following:

I.

The name of the proposed levee improvement district shall be Fort Bend County Levee Improvement District No. 8.

II.

A Petition for Creation, Organization and Establishment of Fort Bend County Lid Improvement District No. 8 (the "Petition") dated August 20, 1986, has been filed by Gertner, Aron & Ledet Investments, a Texas general partnership, and was presented to the County Judge and Commissioners' Court on September 8, 1986.

III.

A hearing on the Petition was held by the Commissioners' Court at 10:00 a.m. on October 6, 1986, at which time the Commissioners' Court found that the Petition was in proper form, had been properly executed by the owners of a majority of the acreage in the proposed levee improvement district, and had been properly presented to the Commissioners' Court, that the hearing upon such Petition had been properly called, held and conducted and that notice of such hearing had been posted and mailed to the Executive Director of the Texas Water Commission as required by law, that the Commissioners' Court had jurisdiction to entertain such Petition and to hold and conduct a hearing thereon and to enter upon the record and its minutes its findings relative thereto, and that such meeting of the Commissioners' Court was

open to the public and that notice thereof had been given as required by law. Such hearing was thereupon continued until 10:00 a.m. on October 13, 1986, and after being reconvened on October 13, 1986 was continued again until 10:00 a.m. on December 22, 1986.

IV.

Since the date of the Petition, the undersigned has acquired ownership of a majority of the land in the proposed levee improvement district.

V.

The undersigned desires that the Petition be amended so that the undersigned shall be added with Gertner, Aron & Ledet Investments, as petitioner, but that such Petition be unchanged in all other respects, and the undersigned does hereby affirm all terms and provisions of such Petition.

RESPECTFULLY SUBMITTED this 19th day of December, 1986.

Natchez Joint Venture, a Texas joint venture composed of Jerome R. Hutchins, Frank L. Romero, and G. Russell Hutchins

By: Jerome R. Hutchins
Jerome R. Hutchins,
managing venturer

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This instrument was acknowledged before me on the 19th day of December, 1986, by Jerome R. Hutchins, managing venturer of Natchez Joint Venture, a Texas joint venture, on behalf of said joint venture.

(SEAL)

My Commission Expires:
6/16/90

Debra L. Marino
Notary Public in and for the State of Texas

Debra L. Marino
Name printed or typed

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THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

0032

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 the AMENDMENT TO PETITION FOR CREATION, ORGANIZATION AND ESTABLISHMENT OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8 dated December 19, 1986, the original of which is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 22nd day of December, 1986.

Dianne Wilson

DIANNE WILSON
County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas

(SEAL)

FILED

'86 DEC 24 A9:56

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

DEC 30 1986

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

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THE STATE OF TEXAS X

COUNTY OF FORT BEND X

CERTIFICATE OF ORDER 0032

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 time 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 22 day of December, 1986.

Dianne Wilson
Dianne Wilson
County Clerk

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

(COMM. CT. SEAL)

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PER ORIGINAL

THE STATE OF TEXAS ⧫
⧫
COUNTY OF FORT BEND ⧫

The Commissioners' Court of the County of Fort Bend Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 22nd day of December, 1986, 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. 8
Alton Pressley	Commissioner, Precinct No. 3
Bob Lutts	Commissioner, Precinct No. 4
Dianne Wilson	County Clerk

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER APPOINTING DIRECTORS FOR FORT BEND
COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

(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:

ORDER APPOINTING DIRECTORS FOR
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

THE STATE OF TEXAS ⧫
⧫
COUNTY OF FORT BEND ⧫

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas on the 22nd day of December, 1986, 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. 8 (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 three directors for the district."; and

WHEREAS, the Commissioners' Court finds that Vaughn M. Brown, Robbie L. Bates, and Gary Rose 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 Vaughn M. Brown, Robbie L. Bates, and Gary Rose were presented to the Court and were found to be in proper form and properly executed and should 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: Vaughn M. Brown, Robbie L. Bates and Gary Rose be and each hereby are appointed as directors to constitute the Board of Directors for Fort Bend County Levee Improvement District No. 8 to serve in that capacity for the lawful term of

office or until their successors shall be appointed and qualified.

Section 3: The bonds and oaths of office for Vaughn M. Brown, Robbie L. Bates and Gary Rose be and the same are hereby approved in all respects.

Section 4: 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 5: The County Judge is authorized to execute and the County Clerk to attest this Order on behalf of the Court.

Section 6: A copy of this Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 22nd day of December, 1986.

Judge E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County,
Texas

(SEAL)

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THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the attached and foregoing is a true and correct copy of an Order Appointing Directors For Fort Bend County Levee Improvement District No. 8 which order was passed and adopted by the Fort Bend County Commissioners' Court on the 22nd day of December, 1986, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 22 day of December, 1986.

By: Dianne Wilson
DIANNE WILSON
County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas

(SEAL)

FILED

'86 DEC 24 A9:56

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXA

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

DEC 30 1986

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

EXCHANGE OF EASEMENTS

STATE OF TEXAS	§	KNOW ALL MEN BY
	§	
COUNTY OF FORT BEND	§	THESE PRESENTS

THAT, WHEREAS, Fort Bend County Levee Improvement District No. 2 ("Lid 2"), a body politic and corporate and a governmental agency of the State of Texas, has been created and organized to construct and acquire a levee and drainage system to protect land within its boundaries from flooding; and

WHEREAS, Lid 2 constructed an internal drainage ditch system to allow drainage of the land within its boundaries to outfall directly to the Brazos River through a channel along the western boundary of Lid 2 from State Highway 6 to the Brazos River, such channel being referred to as its "Ditch H" and illustrated on the map attached hereto as Exhibit "A"; and

WHEREAS, Lid 2 is the owner of a perpetual easement for drainage purposes across the West Levee (hereinafter defined) and the South End of Ditch H (hereinafter defined); and

WHEREAS, Sugarland Properties Incorporated ("SPI") owns the underlying fee to the West Levee described above; and

WHEREAS, Lid 2 is the owner of the Keenan Tract (hereinafter defined), the Scott Frost Tract (hereinafter defined), the Scott Frost 2 Tract (hereinafter defined) and the Frost III Tract (hereinafter defined); and

WHEREAS, Lid 2 constructed certain drainage facilities consisting of a diversion channel and Amil Gate structures, collectively known as the "Char Lake Diversion Facilities", to divert overflow waters from Oyster Creek to Ditch H to outfall to the Brazos River and contracted with certain entities to allow such entities to use the additional drainage capacities generated by the construction of the Char Lake Diversion Facilities. Such overflow from Oyster Creek enters Lid 2's Ditch H at the Amil Gate structures north of State Highway 6 as shown on Exhibit "A"; and

WHEREAS, Lid 2 constructed the improvements to Ditch H to provide adequate outfall capacity to the Brazos River for the benefit of (1) the Char Lake Diversion Facilities contributors; (2) the land within its boundaries based on existing drainage criteria at full land use development; and (3) the land that naturally drains into the Ditch H in its undeveloped state based on existing drainage criteria; and

WHEREAS, the Fort Bend County Drainage District ("Drainage District") a corporation, has constructed certain

additional improvements increasing the capacity of Ditch H between U.S. Highway 59 and State Highway 6; and

WHEREAS, the Drainage District desires to divert a portion of the flows from Oyster Creek in the Dam 1 area through a diversion ditch to connect to Ditch H and a structure at Dam 1, all to outfall into Lid 2's Ditch H to outfall directly to the Brazos River, all as shown on Exhibit "A"; and

WHEREAS, the Drainage District recognizes that Ditch H has limited drainage carrying capacity and that any discharges into Ditch H and improvements to Ditch H must be monitored and coordinated by the Drainage District and Lid 2 in order to provide an efficient and effective drainage system to serve the needs of the Drainage District and Lid 2; and

WHEREAS, the Drainage District has been granted a Right-of-Way Easement for drainage purposes upon, over, through and across certain lands situated in Fort Bend County, Texas, as described in that Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records (the "435 Easement"); and

WHEREAS, the Drainage District has been granted a Right-of-Way Deed for drainage purposes upon, over, through and across certain lands situated in Fort Bend County,

Texas, as described in that Right-of-Way Deed recorded in Volume 333, Page 170 of the Fort Bend County Deed Records (the "333 Deed"); and

WHEREAS, the Drainage District 435 Easement and 333 Deed are located within the boundaries of Lid 2; and

WHEREAS, the Drainage District no longer requires the 435 Easement and the 333 Deed due to Lid 2's drainage plan and improvements and, therefore, desires to convey all of its right, title and interest to the 435 Easement and the 333 Deed to Lid 2 except for that portion of the 333 Deed that is located east of the westerly most right-of-way for Oilfield Road, all upon the terms and conditions of this Exchange of Easements; and

WHEREAS, the Lid 2 desires to convey to the Drainage District a non-exclusive, joint use Drainage Easement (hereinafter more fully described and hereinafter referred to as the "Drainage Easement") on and across the Subject Property (hereinafter defined) upon the terms and conditions of this Exchange of Easements; and

WHEREAS, SPI desires to acknowledge its consent to the conveyance of the Drainage Easement upon the terms and conditions set forth herein; and

WHEREAS, Lid 2 and the Drainage District believe that it is in their best interest to exchange such easements as set forth herein:

Conveyance 1: NOW, THEREFORE, Fort Bend County Drainage District, for and in consideration of the exchange of the Drainage Easement conveyed in Conveyance 2 hereof, being of at least equal value to the Drainage Easement, has GRANTED, BARGAINED and CONVEYED and by these presents does hereby GRANT and CONVEY unto Fort Bend County Levee Improvement District No. 2, of Fort Bend County, all of its rights, titles and interests to that certain Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records (the "435 Easement") and all of its rights, titles and interests to that certain Right-of-Way Deed recorded in Volume 333, Page 170 of the Fort Bend County Deed Records (the "333 Deed") except for that portion of the 333 Deed located east of the westerly right-of-way for Oilfield Road; provided, however, that Lid 2 shall continue to provide drainage to those areas served by the 435 Easement and 333 Deed;

TO HAVE AND TO HOLD unto Lid 2, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Drainage District, its successors and assigns forever; and

Conveyance 2: NOW, THEREFORE, Fort Bend County Improvement District No. 2, of Fort Bend County, Texas and Sugarland Properties Incorporated, for and in consideration for the exchange of the 435 Easement and the 333 Deed conveyed in Conveyance 1, being of at least equal value to the 435 Easement and the 333 Deed, have GRANTED, BARGAINED and CONVEYED and by these presents do hereby GRANT and CONVEY unto Fort Bend County Drainage District, its successors and assigns, a non-exclusive and joint use Drainage Easement for the purpose of constructing, operating, maintaining, repairing, inspecting and reconstructing a drainage canal or ditch, including drains, ditches, laterals and levees, over, across and through certain real property (the "Subject Property") as follows:

"West Levee"

That 121.7533 acres of land, in two (2) tracts located in the Alexander Hodge League, Abstract No. 32, and the S.M. Williams League, Abstract No. 97, Fort Bend County, Texas, and being more particularly described in Exhibit "B" attached hereto;

"South End of Ditch H"

All that certain tract, parcel or strip of land containing 32.5615 acres, located in the Alexander Hodge League, Abstract No. 32, Fort Bend County, Texas, and being more particularly described by metes and bounds in Exhibit "C" attached hereto;

"Keenan Tract"

That 8.5688 acres, more or less, being out of the S.M. Williams Survey, Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "D";

"Scott Frost Tract"

That 0.9769 acres, more or less, being out of the S.M. Williams League Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "E";

"Scott Frost (2) Tract"

All that 1.2432 acres, located in the S.M. Williams League, Abstract No. 97, Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "F" attached hereto;

"Frost III Tract"

That 1.4219 acres, more or less, being out of the S.M. Williams League, Abstract No. 97, situated in Fort Bend County, Texas, being more particularly described by metes and bounds attached hereto as Exhibit "G".

Provided, however, that the Drainage District may use the Drainage Easement on and across the Subject Property only upon the following conditions:

1. The Drainage District shall make any and all improvements to Ditch H ("the Improvements") from time to time as necessary to provide additional flow capacity to Ditch H as required herein, such Improvements to be constructed and completed prior to the completion of any improvements or modifications to the drainage structures under U.S. Highway 90A and/or

the Southern Pacific Railroad ("the Structures") designed and constructed to carry additional flows. The additional capacity of the Improvements to Ditch H shall be at least equal to the capacity of the Structures upon completion.

2. Prior to the commencement of any construction to Ditch H, including modifications to the energy dissipation structure, and appurtenances thereto, by the Drainage District, its successors and assigns, all construction plans and specifications for the Improvements, including maintenance schedules, must be first submitted to the Board of Directors of Lid 2 for its review and approval, as follows:

a. The Drainage District shall forward to Lid 2 all plans and specifications for any construction and/or maintenance purposes of Ditch H across the Subject Property. Lid 2 shall immediately place on its Agenda for the next regularly scheduled meeting of the Board of Directors of Lid 2 for its consideration the review and approval or disapproval of the submitted plans and specifications or other requests, provided, however, should no meeting be scheduled within the thirty (30) days immediately thereafter, a special

meeting shall be called by the Board of Directors of Lid 2 to consider the plans and specifications or other requests. In any event, a meeting by Lid 2 shall be had to consider the plans and specifications or other requests within thirty (30) days after Lid 2 receives same. Notice of the time and place of the Lid 2 meeting to consider the Drainage District plans and specifications or maintenance schedule or other requests shall be forwarded by Lid 2 to the Manager of the Drainage District, the County Judge, and each County Commissioner of Fort Bend County. The Board of Directors of Lid 2 shall take action to approve, disapprove or modify the plans and specifications or other appropriate action in response to a request and shall immediately notify in writing the Drainage District of its action or other requests.

b. After the meeting of the Board of Directors of Lid 2 concerning the plans and specifications or other requests, and if there is a disagreement between Lid 2 and the Drainage District concerning the plans and specifications or other requests that cannot be reconciled, Lid 2 must place on the

Agenda of the next regularly scheduled meeting of the Drainage District within thirty (30) days after the meeting of the Board of Directors of Lid 2, any and all such differences to be considered by the Drainage District Board of Directors. Notice of the time and place of said meeting of the Drainage District Board shall be forwarded by the Drainage District to those persons listed by Lid 2 in its request to be placed on the Agenda for the Drainage District.

c. The Drainage District Board shall promptly consider and enter findings and orders concerning all disagreements between the Drainage District and Lid 2 and shall immediately notify Lid 2 in writing of its action. If Lid 2 is dissatisfied with the rulings and findings of the Drainage District Board, Lid 2 shall have the right to file an appeal to the District Court of Fort Bend County, Texas, within thirty (30) days of its receipt of notice of action taken by the Drainage District Board.

d. In the event Lid 2 has not commenced action to appeal the decision of the Drainage District Board within the time prescribed, the Drainage District

may proceed without objections to the construction and/or maintenance of the requested improvements to Ditch H. However, in the event Lid 2 has taken or commenced action to appeal the decision of the Drainage District Board within the time provided herein, the Drainage District shall not take any further action or commence any construction and/or maintenance under the plans and specifications during the time the said matter is pending before the District Court, or as may be ordered by the said Court during the pendency of same.

3. Drainage District shall construct and maintain a structure at Dam 1, Oyster Creek, designed, constructed and operated to maintain the normal level of water within Oyster Creek downstream of Dam 1. Flood waters of Oyster Creek at Dam 1 may be diverted down and through Ditch H, such flows being currently limited by the existing structures at the Southern Pacific Railroad and the bridge at Highway 90A. At such time as the Improvements at Highway 90A and the Southern Pacific Railroad are made to allow for a greater flow of water to flow to Ditch H from Dam 1, the Drainage District shall be obligated to and must improve and/or construct additional drainage improvements in Ditch H

at no cost to Lid 2 at least equal to the capacity being generated by the construction of the Improvements at Highway 90A and the Southern Pacific Railroad, all in accordance with good engineering practices to insure the integrity of the drainage system across the Subject Property.

4. The Drainage District, its successors and assigns, shall permanently maintain all of the drainage improvements in the Subject Property, except the Lid 2 embankment known as the West Levee and the outfall structure at Ditch A as shown on the map attached hereto as Exhibit "A", at such time as the Drainage District, its successors or assigns, causes any flows to enter Ditch H, and all in accordance with good practices to insure the integrity of the drainage system across the Subject Property. Provided, however, Lid 2 shall have the right but not the obligation to maintain any and all drainage improvements in the Subject Property after the Drainage District has caused flows to enter Ditch H.

5. Drainage District, its successors and assigns, shall be responsible for the acquisition of any and all permits or approvals necessary by any and all governmental entities having jurisdiction for the

construction of any improvements in the Subject Property.

6. Drainage District, its successors and assigns, shall not remove, reconstruct, lower, damage or add to or modify the Lid 2 levee embankment known as the West Levee. In addition, the Drainage District, its successors and assigns, shall not spoil or deposit on the West Levee any excavated materials from Ditch H.

7. To the extent permitted by law, the Drainage District, its successors and assigns, hereby indemnifies and holds Lid 2 harmless from and against all claims, damages, losses, liability, costs or expenses whatsoever, which Lid 2 may incur (or which may be claimed against Lid 2 by any person) by reason of or in connection with the Drainage District's performance or nonperformance of the conditions hereunder. Lid 2 agrees to notify the Drainage District of all claims against Lid 2 for which it may seek indemnification pursuant to this provision and all such claims shall be considered obligations created hereunder.

8. To the extent permitted by law, the Lid 2, its successors and assigns, hereby indemnifies and holds the Drainage District harmless from and against all claims, damages, losses, liabilities, costs or expenses

whatsoever which the Drainage District may incur (or which may be claimed against the Drainage District by any person) by reason of or in connection with Lid 2's performance or nonperformance of the conditions hereunder. The Drainage District agrees to notify Lid 2 for which it may seek indemnification pursuant to this provision and all such claims shall be considered obligations created hereunder.

TO HAVE AND TO HOLD unto the Drainage District, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto Lid 2, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or be useful to the Drainage District;

AND, the Drainage District, Lid 2 and SPI do hereby waive any liens, express or implied, with respect to the interest in the property conveyed herein.

These conveyances are made without warranty, express or implied.

These conveyances are subject to all easements and restrictions of record.

WITNESS THE EXECUTION HEREOF, this 15 day of December, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

By: Jodie E. Stavinoha
Jodie E. Stavinoha

Title: County Judge

ATTEST:

By: Dianne Wilson
Dianne Wilson

Title: County Clerk

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 2, OF FORT BEND COUNTY, TEXAS

By: James A. Thompson
James A. Thompson

Title: Chairman, Board of Directors

ATTEST:

By: Bob Dare
Bob Dare

Title: Secretary, Board of Directors

AS PER ORIGINAL

SUGARLAND PROPERTIES INCORPORATED 0032

By: Gary R. Horning

Title: Executive Vice President

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AS PER ORIGINAL

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THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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Before me, the undersigned authority, on this day personally appeared JAMES A. THOMPSON, known to me to be the officer whose name is subscribed to the foregoing instrument, as Chairman of Fort Bend County Levee Improvement District No. 2, 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 12th day of September, 1986.

Notary Public, State of Texas

My Commission Expires: 8/31/88

(SEAL)

Notary Public, Harris County, Texas
My Commission Expires: 8/31/88

AS PER ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Gary R. Herring, known to me to be the person whose name is subscribed to the foregoing instrument, as the Executive Vice President of SUGARLAND PROPERTIES INCORPORATED, 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 15th day of September, 1986.

OFFICIAL SEAL
CAROLYN E. KETCHIE
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 4-19-89

Carolyn E. Ketchie
Notary Public, State of Texas

My Commission Expires: 4-19-89

(SEAL)

AS PER ORIGINAL

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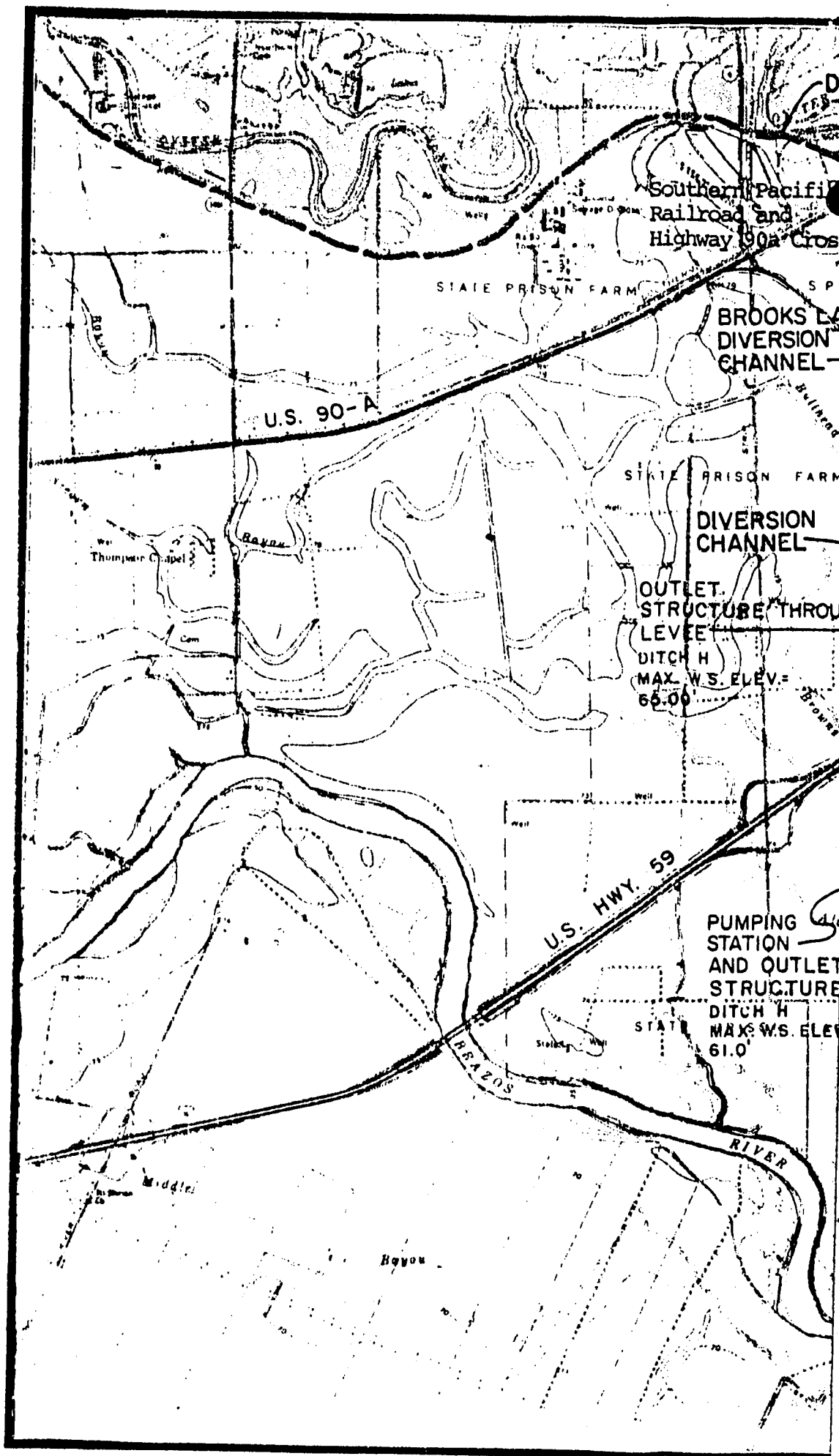
AS PER ORIGINAL



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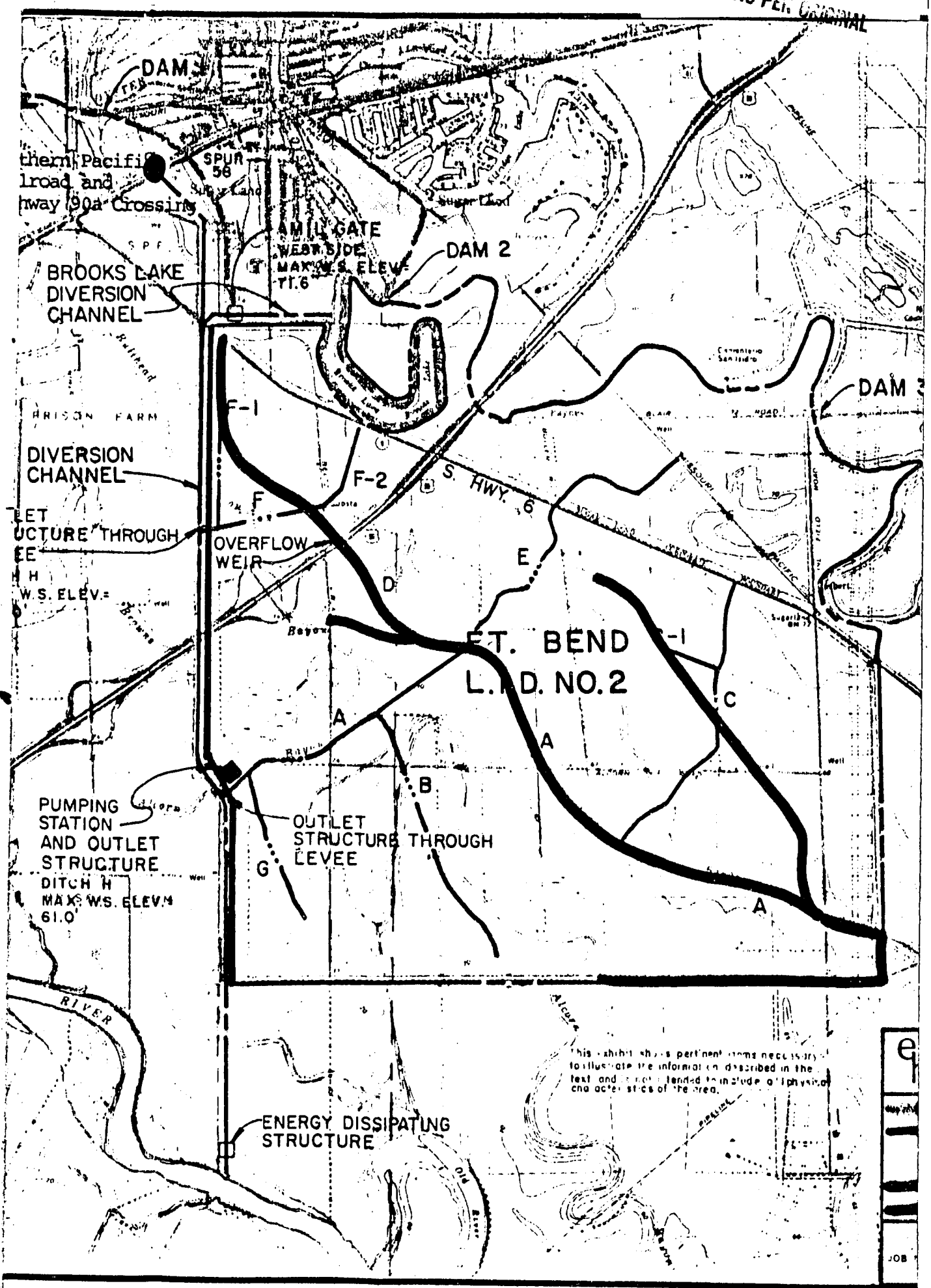

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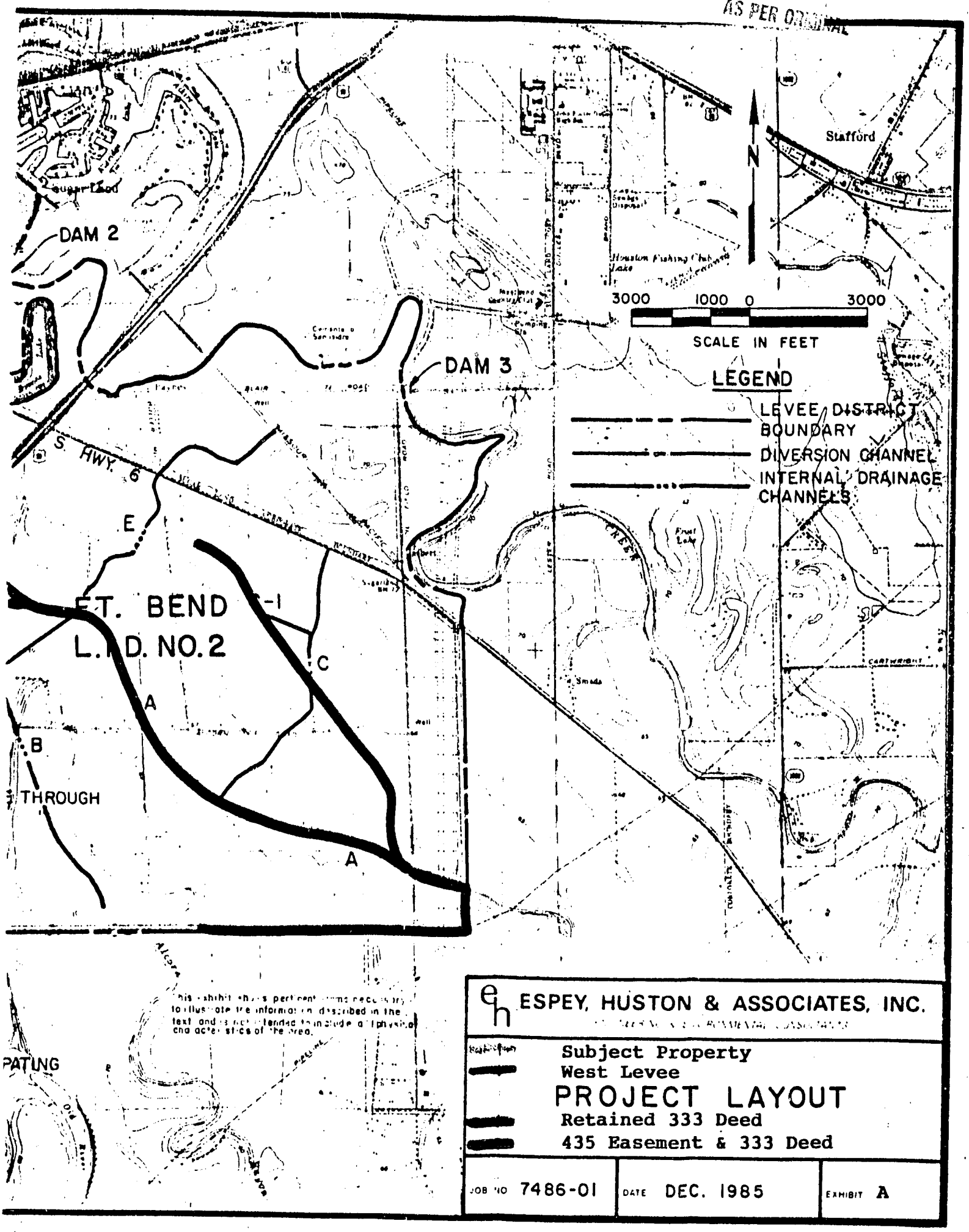

AS PER ORIGINAL

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AS PER ORIGINAL

Revised 5/23/78 PER ORIGINAL

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Vol. 841, Page 107

METES AND BOUNDS DESCRIPTION
SUGARLAND LID NO. 2: WEST LEVEE & DITCH "H" (340 FT. WIDE)
121.7533 ACRES

00657

0032

All that parcel or strip of land containing 121.7533 acres, in two tracts located in the Alexander Hodge League, Abstract No. 32 and the S.M. Williams League, Abstract No. 97, Fort Bend County, Texas and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

TRACT NO. 1: 57.2991 Acres, Portion North of the Southwest Freeway

BEGINNING at a point in the northwesterly right-of-way line of the Southwest Freeway, said point marking the intersection with the West line of Sugarland Properties, Inc.;

THENCE N 01°50'41" W, 7456.53 feet along the West line of Sugarland Properties, Inc., to a point for corner in the Southwesterly right-of-way line of State Highway No. 6;

THENCE along the Southwesterly right-of-way line of State Highway No. 6, the following bearings and distances:

1. S 52°44'28" E, 328.87 feet to a point for corner;
2. N 37°15'34" E, 50.00 feet to a point for corner;
3. S 52°44'28" E, 292.20 feet to a point for corner;
4. S 37°15'32" W, 50.00 feet to a point for corner;
5. S 52°44'28" E, 53.90 feet to a point for corner;

THENCE S 37°15'32" W, 291.38 feet leaving said Southwesterly right-of-way line of State Highway No. 6, to a point for corner;

THENCE S 01°50'41" E, 6560.14 feet to a point for corner in the Northwesterly right-of-way line of the Southwest Freeway;

THENCE S 52°32'20" W, 418.24 feet along the said Northwesterly right-of-way line of the Southwest Freeway, to the POINT OF BEGINNING and containing 57.2991 acres of land.

EXHIBIT B

TRACT NO. 2: 64.4542 Acres, Portion South of the Southwest Freeway AS PER ORIGINAL

BEGINNING at a point in the Southeasterly right-of-way line of the Southwest Freeway, said point marking the intersection with the west line of Sugarland Properties, Inc.;

THENCE N 52°32'20" E, 418.24 feet along said Southeasterly right-of-way line of the Southwest Freeway, to a point for corner;

THENCE S 01°50'41" E, 2872.46 feet leaving the Southeasterly right-of-way line of the Southwest Freeway to a point for corner;

00658

THENCE S 39°35'34" E, 1012.26 feet to a point for corner;

THENCE S 01°54'15" E, 4119.26 feet to a point for angle;

THENCE S 01°39'22" E, 397.96 feet to a point for the Southeast corner of the herein described tract said point begin in the South line of LID No. 2 (the south line of Sugarland Properties, Inc.);

THENCE S 87°52'13" W, 340.01 feet to a point for corner;

THENCE N 01°39'22" W, 400.04 feet along the West line of LID No. 2,(the west line of Sugarland Properties, Inc.) to a point for corner;

THENCE N 01°54'15" W, 4419.84 feet to a point for corner;

THENCE S 87°23'19" W, 619.44 feet to a point for corner;

THENCE N 01°50'41" W, 3134.63 feet to the POINT OF BEGINNING and containing 64.4542 acres, for a total of 121.7512 acres in both tracts.

NOTE: This description does not include an area of 1.5300 acres formed by a small triangle outside of land owned by Sugarland Properties, Inc. but still a part of the existing drainage ditch and West Levee, and more particularly described by metes and bounds as follows:

COMMENCING for reference at a point marking the intersection of the west line of Sugarland Properties, Inc. with the Southeasterly right-of-way line of the Southwest Freeway;

THENCE along the west line of Sugarland Properties, Inc. the following bearings and distances:

1. S 01°50'41" E, 3136.63 feet to a point for corner;
2. N 87°23'19" E, 300.03 feet to the POINT OF BEGINNING;

THENCE N 87°23'19" E, 319.41 feet to a point for corner;

THENCE S 01°54'15" E, 417.35 feet to a point for corner;

THENCE N 39°35'34" W, 522.41 feet to the POINT OF BEGINNING, and 1.5300 acres of land.

EXHIBIT B

AS PER ORIGINAL

1906 2520
AS PER ORIGINAL

00659

METES AND BOUNDS DESCRIPTION
SUGARLAND: MOST SOUTHERN PORTION OF DITCH "H"
32.5615 ACRES

All that tract, parcel or strip of land containing 32.5615 acres, located in the Alexander Hodge League Abstract No. 32, Fort Bend County, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

BEGINNING at a point in the common survey line between the Alexander Hodge Survey, A-32, and the S.M. Williams Survey, A-97, said point marking the Southwest corner of Sugarland Properties, Inc. and the Levee Improvement District No. 2 of Fort Bend County, Texas;

THENCE S 01°52'38" E, 4444.64 feet along the commonly accepted survey line between the Alexander Hodge League, Abstract No. 32 and the S.M. Williams League, Abstract No. 97 to a point for corner;

THENCE N 56°31'17" W, 368.08 feet to a point for corner;

THENCE N 01°51'15" W, 4631.65 feet to a point for corner;

THENCE N 88°07'00" E, 299.88 feet to a point for corner;

THENCE S 01°39'22" E, 400.04 feet to the POINT OF BEGINNING and containing 32.5615 acres of land.

Compiled by:
Turner Collie & Braden Inc.
Consulting Engineers
Houston Port Arthur
Dallas Austin
Job No. 2465-010
April 30, 1979

EXHIBIT C

ESPEY, HUSTON & ASSOCIATES, INC.

1906 2521

AS PER ORIGINAL

1120 PAGE 87 00660

METES AND BOUNDS DESCRIPTION

Being a tract of land containing 8.5688 acres in the S. M. Williams League, A-97, Fort Bend County, Texas, and being a part of a 219.337 acre tract conveyed to W. H. Keenan as recorded in Volume 587, Page 477of the Fort Bend County Deed Records. Said tract being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8" iron rod found at the northeast corner of a 32.5615 acre tract conveyed to Fort Bend County, on the west survey line of the S. M. Williams League, A-97 and the east survey line of the A. Hodge, survey A-32;

THENCE S 01°51'20" E, 399.45 feet to the Southwest corner of the Sugarland Properties Inc. tract and northwest corner of said Keenan tract and POINT OF BEGINNING of the tract herein described;

THENCE N 87°52'13" E, 240.00 feet along the south line of said Sugarland Properties, Inc. tract and north line of said Keenan tract;

THENCE S 01°51'20" E, 1555.05 feet to a point in the south line of said Keenan tract;

THENCE S 87°46'51" W, 240.00 feet along the south line of said Keenan tract to a point in the east line of said 32.5615 acre tract;

THENCE N 01°51'20" E, 1555.42 feet along said east line to the POINT OF BEGINNING and containing 8.5688 acres.

Return to:
Vinson & Elkins
2800 First City Tower
Houston, Texas 77002
Attn: Holly Hubenek

12p

STATE OF TEXAS
JAMES C. KLEIN
3354
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS COUNTY OF FORT BEND

I, h[illegible] that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

COUNTY COURT OF FORT BEND COUNTY, TEXAS

County Clerk, Fort Bend Co., Tex.

EXHIBIT D

ESPEY, HUSTON & ASSOCIATES, INC.

AS PER ORIGINAL

OFFICIAL RECORDS 1906 2522

00661

AS PER ORIGINAL

1591 554

FN037

METES AND BOUNDS DESCRIPTION

November 1983
EH&A JOB NO. 1410-61

Being a tract of land situated in the S. M. Williams League, A-97, Fort Bend County, Texas. Said tract being more particularly described as follows:

COMMENCING at the southwest corner of Sugarland Properties Incorporated, as recorded in Volume 607, Page 129 of the Fort Bend County Deed Records, and Levee Improvement District No. 2, said point being on the common line between the Alexander Hodge League, A-32, and the S. M. Williams League, A-97, of Fort Bend County, Texas;

THENCE, South 01°51'20" East, 3,103.83 feet along the common line between the Alexander Hodge League and the S. M. Williams League to a point for corner;

THENCE, North 88°08'40" East, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 299.92 feet to the northwest corner and POINT OF BEGINNING of the tract herein described;

THENCE, North 88°08'40" East, 70.00 feet to the northeast corner of the tract herein described;

THENCE, South 01°51'20" East, 255.00 feet to a point for corner;

THENCE, South 88°08'40" West, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 833.96 feet to a point on the high bank of the Brazos River, at the southeast corner of the tract herein described;

THENCE, North 56°43'11' West, 36.68 feet along the high bank of the Brazos River to the southwest corner of the tract herein described;

THENCE, North 01°51'20" West, 1,067.85 feet to the POINT OF BEGINNING and containing 0.9769 acre.

FILED

'85 JAN -9 P12:01

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JAN 11 1985

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

EXHIBIT E

All that tract, parcel or strip of land containing 1.2432 acres, located in the S. M. Williams League Abstract No. 97 Fort Bend County, Texas, and being more particularly described by metes and bounds as follows (all bearings referenced to the Texas State Coordinate System, South Central Zone):

COMMENCING at a point in the common survey line between the Alexander Hodge Survey, A32, and the S. M. Williams Survey, A-97, said point marking the Southwest corner of Sugarland Properties, Inc. and the Levee Improvement District No. 2 of Fort Bend County, Texas;

THENCE S 01° 52' 38" E, 3105.02 feet along said common survey line to the POINT OF BEGINNING:

THENCE N 88° 07' 22" E, 40.00 feet to a point for corner;

THENCE S 01° 52' 38" E, 1368.00 feet to a point for corner;

THENCE N 56° 31' 17" W, 49.04 feet to a point for corner;

THENCE N 01° 52' 38" W, 1339.62 feet to the POINT OF BEGINNING and containing 1.2432 acres (54,150 square feet) of land.

EXHIBIT F

ESPEY, HUSTON & ASSOCIATES, INC.

OFFICIAL RECORDS

AS PER ORIGINAL 00663

FN057

METES AND BOUNDS DESCRIPTION
DITCH "H"
Right-of-way Widening

November 1983
EH&A JOB NO. 1410-61

Being a 40-foot wide tract of land situated in the S. M. Williams League, A-97, Fort Bend County, Texas. Said tract being more particularly described as follows:

COMMENCING at the southwest corner of Sugarland Properties Incorporated, as recorded in Volume 607, Page 129 of the Fort Bend County Deed Records, and Levee Improvement District No. 2, said point being on the common line between the Alexander Hodge League, A-32, and the S. M. Williams League, A-97, of Fort Bend County, Texas;

THENCE, South 01°51'20" East, 1,555.42 feet along the common line between the Alexander Hodge League and the S. M. Williams League to the POINT OF BEGINNING of the tract herein described;

THENCE, North 87°46'51" East, 40.00 feet to a point for corner;

THENCE, South 01°51'20" East, 1,548.66 feet to a point for corner;

THENCE, South 88°08'40" West, 40.00 feet to a point in the common line between the Alexander Hodge League and the S. M. Williams League;

THENCE, North 01°51'20" West, 1,548.40 feet along the common line between the Alexander Hodge League and the S. M. Williams League to the POINT OF BEGINNING and containing 1.4219 acres.

STATE OF TEXAS COUNTY OF FORT BEND

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

DEC 30 1986

County Clerk, Fort Bend Co., Tex.

FILED

'86 DEC 24 A11:22

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

EXHIBIT G

AS PER ORIGINAL

(20)

00664
0032

HOUSTON RENTAL TOWERS
12454 OLD GALVESTON RD
WEBSTER, TEXAS 77598

TELEPHONE
(713) 486-7431

DATE 12/09/86

FT. BEND COUNTY
P.O. BOX 549
RICHMOND, TX 77469
ATTN: JODIE E. STAVINOHA

RE: RENEWAL OF TOWER LEASE - 440 FOOT ROSENBERG TOWER
CUSTOMER# 163-411001-18
YOUR FEDERAL ID#_____OUR FEDERAL ID#74-6152175

DEAR SIR:

The original term of the above referenced tower lease will expire, and is being automatically renewed for a Two year term.

Houston Rental Towers does hereby agree that Fort Bend County may continue to lease the referenced tower facility upon the same terms and conditions as stated in the Original Radio Tower Lease Agreement. The rental rate will remain the same at $184.00 per month, effective January 1, 1987.

Please so evidence your acceptance and agreement hereto by returning one signed copy of this letter.

Sincerely,
HOUSTON RENTAL TOWERS

Doug Irving
Rental Department Manager

Accepted and Agreed to this,
_____day of _____1986.

BY_____
(Signature)

_____
(Typed or Printed Name)

21. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ACROSS COTTONWOOD-CHURCH RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable across Cottonwood-Church Rd. in Precinct 1. (Recorded in minutes in full)

22. CONSIDER REQUEST TO ADVERTISE FOR BIDS FOR BRIDGE STEEL FOR DEBORAH STREET BRIDGE IN ACCORDANCE WITH SPECIFICATIONS SUBMITTED BY ENGINEER:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for bridge steel for Deborah St. Bridge in accordance with specifications submitted by Engineer.

23. CONSIDER APPROVING SPECIFICATIONS ON AUTOMOBILES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept specs on automobiles as presented.

24. CONSIDER ACCEPTING BIDS FOR HE FOLLOWING: (1) FOOD FOR COUNTY JAIL/ JUVENILE DETENTION (#86-125): (2) TWO OR MORE NEW 12-14 YARD DUMP TRUCKS (#86-128); (3) THREE OR MORE NEW 6-8 YARD DUMP TRUCKS (#86-129); (4) MICROFILM EQUIPMENT (86-130); (5) FINISHING WORK - PRECINCT #3 MAINTENANCE FACILITY (#86-132); (7) JANITORIAL SERVICE FOR COURTHOUSE COMPLEX (#86-121):

Accept bid for food for County Jail/Juvenile Detention:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to accept bid for food for County Jail/Juvenile Detention from BRENHAM WHOLESALE GROCERY, GLAZIER FOOD CO. and PETHERIOTES BROS. as presented.

Accept bid for two or more new 12-14 yard dump trucks:

Postponed

Accept bid for three or more new 6-8 yard dump trucks:

Postponed

Accept bid for microfilm equipment:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to 3M for microfilm equipment in the amount of $22,268.95 for Auditor's office. Funds to come from Revenue Sharing. (Recorded in minutes in full)

Accept bids for finishing work - Precinct 3 maintenance facility:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the low bid be awarded to RASKA BUILDING ENTERPRISE for Precinct 3 maintenance facility in the amount of $7,823.00. (Recorded in minutes in full)

Accept bid for truck shed - Precinct 3 maintenance facility:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the lowest bid be awarded to A & S BUILDING SYSTEM, INC. in the amount of $9,000 for Precinct 3 maintenance facility. (Recorded in minutes in full)

21

AS PER ORIGINAL

00666

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT 0032

On this 22nd. day of December, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated December 12, 1986, permit no. 807845 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 17th. 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 _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed 12/29/86

Appl. # 80784 00667

AS PER ORIGINAL

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

December 15, 1986
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

ORIGINAL

To be Submitted in Quintuplicate----5

00668

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 1
Key Map Ref.
Notification No. 80784

Formal notice is hereby given that Southwestern Bell Telephone Company proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right-of-way of a County road or ditch within Fort Bend County, Texas as follows:

CABLE, CONDUIT AND/OR POLE LINE TO CROSS FOLLOWING COUNTY ROADS AND/OR DITCHES
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Cased
Cottonwood Church Road	2916' west of Cottonwood School	60'	XXX		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS AND/OR DITCHES WITHIN RIGHT-OF-WAY

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

GENERAL DESCRIPTION

At a Point 2916' west of Cottonwood School on the south right of way of Cottonwood Church Road buried cable will extend north, while crossing through a 60' bore on Cottonwood Church 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: [signature]
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite ~~240~~ 235
Houston, Texas 77084

Telephone No.: 578-8781 Date: December 12, 1986
Log No.: RR*29

AS PER ORIGINAL (23)

ISSUED BY: FORT BEND COUNTY PURCHASING DEPARTMENT	BID I.D. NO.	DATE ISSUED:	PAGE NO.	NO. OF PAGES

00669

INVITATION FOR BIDS
(EXPIRES:_____)

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 in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M., _____, 19___, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this form, in its entirety.

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILE
(STAFF)

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Delivery will be to any location throughout Fort Bend County, to be determined at time of order.

Bid price must be guaranteed for no less than 90 calendar days.

PLEASE COMPLETE THE FOLLOWING:

UNIT BID PRICE $_____ F.O.B. FORT BEND COUNTY.

DELIVERY WILL BE COMPLETED WITHIN _____ CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR _____ CALENDAR DAYS. (90 DAY MINIMUM).

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID _____ (DOES) _____ (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BID:
TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER:	

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILES
(STAFF)

Units furnished under this specification are to be new 1987 full size models, wheelbase to be ~~114"~~ 112" minimum. Units are to be furnished complete with standard equipment and accessories as listed in the manufacture's printed literature for the models bid plus the following:

1. LIST MAKE AND MODEL: Must be new 1987 model. _____

2. ENGINE: 6 cylinder.

3. TRANSMISSION: Automatic.

4. COOLING SYSTEM: Radiator to be heavy-duty maximum capacity offered by manufacturer, radiator shroud and a maximum heavy duty fan with clutch and coolant recovery system.

5. BODY STYLE: 4-door sedan.

6. SEATS: Front and rear vinyl.

7. FLOOR MATS: Heavy duty, front and rear rubber or vinyl.

8. INSTRUMENT PACKAGE: Water temperature, oil pressure and volt or ampmeter gauges.

9. SPEEDOMETER: Calibrated to tire size.

10. HEATER: Factory installed, fresh air type.

11. GLASS: Tinted all around, factory installed.

12. MIRRORS: Inside rearview, day/night; left outside rearview.

13. ALTERNATOR: 50 amp minimum.

14. TIRES: Five (5) P-215-70R15, radials with the spare to be the same size. SPACE SAVER WILL NOT BE ACCEPTABLE.

15. BATTERY: 12 volt, 515 CCA.

16. POWER STEERING:

17. POWER BRAKE:

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

18. COLOR: Exterior and interior to be selected at time of order. To be manufacture's standard color.

19. STATE INSPECTION STICKER:

20. INTERIOR: Vinyl.

OPTIONAL EQUIPMENT: ADD

1. ENGINE: 302 CID, V-8 minimum. $_____

2. AIR CONDITIONING: Factory installed. $_____

3. AM/FM OR AM/FM STEREO RADIO: $_____

4. AM RADIO: $_____

5. ALTERNATOR: 100 amp minimum. $_____

6. WINDSHIELD WIPERS: Multi-speed, intermittent electric. $_____

7. MIRRORS: Left and right, outside rearview with remote control. $_____

8. DOME LIGHT WITH MAP LIGHT: $_____

9. CLOTH UPHOLSTERY: $_____

10. DIGITAL CLOCK: $_____

11. FRONT AND REAR BUMPER GUARDS: $_____

12. TWO TONE PAINT: $_____

13. SPLIT BENCH FRONT SEATS: 60/40 or 50/50. $_____

14. TRANSMISSION: Manual DEDUCT $_____

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

ISSUED BY: FORT BEND COUNTY PURCHASING DEPARTMENT	BID I.D. NO.	DATE ISSUED:	PAGE NO.	NO. OF PAGES 23

INVITATION FOR BIDS
(EXPIRES:_____)

006772

AS PER ORIGINAL

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 in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M., _____, 19___, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this form, in its entirety.

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILE
(LAW ENFORCEMENT)

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Delivery will be to any location throughout Fort Bend County, to be determined at time of order.

Bid price must be guaranteed for no less than 90 calendar days.

PLEASE COMPLETE THE FOLLOWING:

UNIT BID PRICE $_____ F.O.B. FORT BEND COUNTY.

DELIVERY WILL BE COMPLETED WITHIN _____ CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR _____ CALENDAR DAYS. (90 DAY MINIMUM).

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID _____ (DOES) _____ (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BID:
TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER:	

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILES
(LAW ENFORCEMENT)

Units furnished under this specification are to be 1987 Police Package, full size model, wheelbase to be ~~114"~~ 112" minimum. Units are to be furnished complete with standard equipment and accessories as listed in the manufacture's printed literature for the models bid plus the following:

1. LIST MAKE AND MODEL: Must be new 1987 model. _____

2. ENGINE: High performance police type, with engine oil cooler, 302 CID, V-8 minimum.

3. TRANSMISSION: Heaviest duty automatic, with external oil cooler, in addition to radiator cooling. Transmission to have first gear lockout.

4. COOLING SYSTEM: Radiator to be heavy-duty maximum capacity offered by manufacturer, radiator shroud and a maximum heavy duty fan with clutch and coolant recovery system.

5. BODY STYLE: 4-door sedan.

6. SEATS: Front and rear vinyl.

7. FLOOR MATS: Heavy duty, front and rear rubber or vinyl.

8. INSTRUMENT PACKAGE: Water temperature, oil pressure and volt or ampmeter gauges.

9. SPEEDOMETER: Calibrated to tire size.

10. HEATER: Factory installed, fresh air type.

11. GLASS: Tinted all around, factory installed.

12. LOCKING SYSTEM: Single key, 3 keys per vehicle, Dealer installed ok.

13. MIRRORS: Inside rearview, day/night; left outside rearview.

14. ALTERNATOR: 60 amp minimum.

15. TIRES: Five (5) P-215-70R15, police radials with the spare to be the same size. SPACE SAVER WILL NOT BE ACCEPTABLE.

16. BATTERY: Largest heavy duty available on production police cars.

17. POWER STEERING:

18. BRAKE SYSTEM: To be latest production heavy duty, largest available, disc front, drum rear, semi-metallic lining, power assisted.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

AS PER ORIGINAL

19. COLOR: Exterior and interior to be selected at time of order. To be manufacture's standard color.

20. STATE INSPECTION STICKER:

21. INTERIOR: Vinyl.

OPTIONAL EQUIPMENT:

	ADD
1. ENGINE: 350 CID minimum.	$_____
2. AIR CONDITIONING: Factory installed.	$_____
3. AM/FM OR AM/FM STEREO RADIO:	$_____
4. AM RADIO:	$_____
5. ALTERNATOR: 100 amp minimum.	$_____
6. ROOF DRIP MOLDING:	$_____
7. WINDSHIELD WIPERS: Multi-speed, intermittent electric.	$_____
8. MIRRORS: Left and right, outside rearview with remote control.	$_____
9. SPOT LIGHT: One (1) left side, 6" diameter.	$_____
10. DOME LIGHT WITH MAP LIGHT:	$_____
11. DUAL EXHAUST:	$_____
12. CLOTH UPHOLSTERY:	$_____
13. HOOD AND TRUNK LIGHTS:	$_____
14. DIGITAL CLOCK:	$_____
15. FRONT AND REAR BUMPER GUARDS:	$_____
16. TWO TONE PAINT:	$_____
17. SPLIT BENCH FRONT SEATS: 60/40 or 50/50.	$_____
18. FACTORY WIRED FOR LIGHT BAR:	$_____

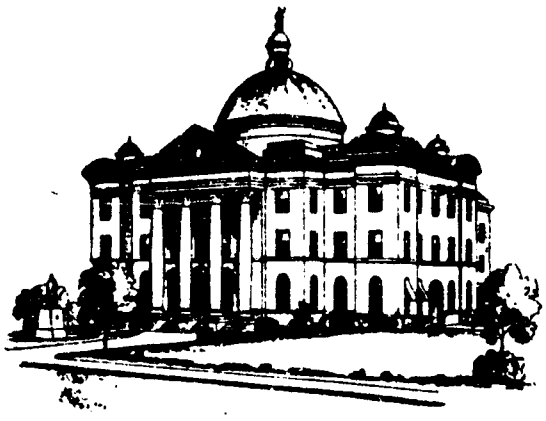
NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

24/1

AS PER ORIGINAL

00675

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

December 18, 1986

Each Member
Commissioners Court
Fort Bend County, Texas

The County Sheriff, Fort Bend County, requests the Court to award the annual food contracts to Brenham Wholesale Grocery, Glazier Foods and Petheriotes Brothers Coffee for the items on the attached list. The Purchasing Agent agrees that the price per item per vendor selected is the lowest price bid meeting specifications.

John J. Hammett

John J. Hammett

ITEMS AWARDED

AS PER ORIGINAL

BRENHAM WHOLESALE	GLAZIER FOODS	PETHERIOTES BROTHERS
1, 12, 13, 22, 33, 37	2, 4, 6, 7, 10, 11	3, 5, 8, 9, 14, 15
38, 39, 41, 46, 52,	18 thru 21, 23 thru	16, 17, 48, 61
59, 60, 65, 67, 76,	32, 34, 35, 36, 40,	62, 63, 64, 66, 72,
80, 82, 83, 85 87,	42, 43, 44, 45, 47,	73, 75, 79, 102
88, 96 thru 101, 106	49, 50, 51, 53 thru	
	58, 68 thru 71, 74,	
	77, 78, 81, 84, 86,	
	89 thru 95, 103, 104,	
	105, 107, 108, 109	

006677

AS PER ORIGINAL

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #1 DINNERS SPAGHETTI & MEATBALLS	MEAT LOAF WITH TOMATOE SAUCE	SLICED BEEF WITH GRAVY	TURKEY & DRESSING WITH GRAVY	FISH FILLETS (BREADED)	SALISBURY STEAK WITH GRAVY
GLAZIER FOODS CO.	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29
BRENHAM WHOLESALE GROCERY CO.	BANQUET 12/10 OZ. $9.45	BANQUET 12/11 OZ. $9.45	BANQUET 12/10 OZ. $9.45	BANQUET 12/11 OZ. $9.45	BANQUET 12/9 OZ. $9.45	BANQUET 12/11 OZ. $9.45
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	N/B

00678

AS PER ORIGINAL

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

ITEM #1 DINNERS CONTINUED

COMPANY	FRIED CHICKEN	CHOPPED BEEF WITH GRAVY	CHICKEN WITH NOODLES IN SAUCE	MACARONI & BEEF IN TOMATO SAUCE	VEAL PARMIGIAN W/TOMATO SAUCE	BEANS & FRANKS IN TOMATO SAUCE
GLAZIER FOODS CO.	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29
BRENHAM WHOLESALE GROCERY CO.	BANQUET 12/11 OZ. $9.45	BANQUET 12/11 OZ. $9.45	BANQUET 12/10 OZ. $9.45	SWANSON 12/12 OZ. $12.00	BANQUET 12/11 OZ. $9.45	BANQUET 12/10.25 OZ. $9.45
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	N/B

006779

FOOD FOR JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #1 DINNERS CONTINUED MEXICAN COMBO. DINNERS	WESTERN DINNER (CHAR-BROILED)	ITEM #2 BREAKFAST SCRAMBLED EGGS W/ LINK SAUSAGE	PANCAKES WITH LINK SAUSAGE	FRENCH TOAST W/ LINK SAUSAGE	ITEM #3 COFFEE
GLAZIER FOODS CO.	BANQUET 12/10 OZ. $10.29	BANQUET 12/10 OZ. $10.29	SWANSON 12/6 OZ. $11.40	SWANSON 12/6 OZ. $12.45	SWANSON 12/6 OZ. $8.65	MARYLAND CLUB 24/1# $3.69#
BRENHAM WHOLESALE GROCERY CO.	BANQUET 12/12 OZ. $9.45	BANQUET 12/11 OZ. $9.45	SWANSON 12/6.25 OZ. $13.54	SWANSON 12/6 OZ. $11.71	SWANSON 12/6.5 OZ. $13.54	FOLGERS 24/1# $2.97#
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	ROYAL YORK 25/1# $2.60# $65.00

08900

FOOD FOR JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #4 DRINK MIX (ASSORTED) CHERRY FLAVOR	GRAPE FLAVOR	PUNCH FLAVOR	LEMONADE FLAVOR	ITEM #5 HOT CHOCOLATE MIX	ITEM #6 ORANGE JUICE	ITEM #7 CEREAL
GLAZIER FOODS CO.	FROSTY ACRES 12/26 OZ. MAKES 2 GA. $13.90	FROSTY ACRES 12/26 OZ. MAKES 2 GA. $13.90	FROSTY ACRES 12/26 OZ. MAKES 2 GA. $13.90	FROSTY ACRES 12/26 OZ. MAKES 2 GA. $13.90	CARNATION 24/1½# $52.19	CAL TEX 48/6 OZ. $9.00	KELLOGGS 96/BOWL PACK $13.55
BRENHAM WHOLESALE GROCERY CO.	KOOL AID 12/22 OZ. MAKES 2 GA. $24.05	KOOL AID 12/22 OZ. MAKES 2 GA. $24.05	KOOL AID 12/22 OZ. MAKES 2 GA. $24.05	KOOL AID 12/22 OZ. MAKES 2 GA. $24.05	N/B	N/B	KELLOGGS 96/1 OZ. $18.74
PETHERIOTES BROS. COFFEE	KOOL AID 15/26 OZ. MAKES 30 GA. $19.70	KOOL AID 15/26 OZ. MAKES 30 GA. $19.70	KOOL AID 15/26 OZ. MAKES 30 GA. $19.70	KOOL AID 15/26 OZ. MAKES 30 GA. $20.60	CARNATION 24/1½# 24/6 OZ PER SERVING $45.50	N/B	N/B

00681

FOOD FOR JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #8 COOKIES (ASSORTED) CHOCOLATE CHIP	OATMEAL	SUGAR	ITEM #9 SYRUP	ITEM #10 SALAMI	ITEM #11 BOLOGNA	ITEM #12 PIZZA	ITEM #13 CHEESE
GLAZIER FOODS CO.	SUNSHINE 360 CT. 9# $14.15	SUNSHINE 345 CT. 9# $11.49	SUNSHINE 405 CT. 10# $12.43	PORTION PAC FROSTY ACRES 100/.75 OZ. $4.34	ARMOUR 12# $1.55	ARMOUR 14# $1.56	TONYS 96/5.1 OZ. $30.91	CHEFMATE 5# $1.73
BRENHAM WHOLESALE GROCERY CO.	N/B	N/B	N/B	SAP 100/.5 OZ. $7.78	HORMEL ½# - 14# $1.73#	HORMEL 11# $1.58	TONYS 96/5 OZ. $28.11	RED & WHITE 4/5# $1.60#
PETHERIOTES BROS. COFFEE	MARRIETTA COKIES 200/CS $5.20	MARIETTA COKIES 200/CS $5.00	MARIETTA COKIES 200/CS $5.00	MCCORMICK 100/CS 1½# $4.25	N/B	N/B	N/B	N/B

28900

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #14 CHILI W/OUT BEANS	ITEM #15 MACARONI AND CHEESE	ITEM #16 SLOPPY JOE BARBECUE SAUCE WITH BEEF	ITEM #17 SPAGHETTI SAUCE W/GROUND BEEF	ITEM #18 FRANKS	ITEM #19 CHARBROILED BEEF PATTIES	ITEM #20 CHARBROILED MEATLOAF
GLAZIER FOODS CO.	CHEFMATE 6/10 $38.50	CHEFMATE 6/10 $33.45	CHEFMATE 6/10 $49.60	CHEF BOY AR DEE 6/10 $22.79	SOUTHERN BELLE 100 CT. $12.75	GORGES 102/2.66 $21.94	GORGES 40/3.5 $19.96
BRENHAM WHOLESALE GROCERY CO.	CHEFMATE 6/10 $46.42	N/B	N/B	N/B	ROEGLEIN 10# $12.90	N/B	N/B
PETHERIOTES BROS COFFEE	CARNATION 6/10 $36.00	CARNATION 6/10 $27.00	CARNATION 6/10 $43.00	CARNATION 6/10 $20.50	N/B	N/B	N/B

00683

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #21 CHUNK LIGHT TUNA	ITEM #22 SMOKIE LINKS SAUSAGE	ITEM #23 SMOKED SAUSAGE	ITEM #24 BAR-B-QUE	ITEM #25 FROZEN EGG PRODUCTS	ITEM #26 FROZEN BAKING POWDER BISCUITS	ITEM #27 FLOUR TORTILLAS
GLAZIER FOODS CO.	FROSTY ACRES 6/66½ $33.95	DOUBLE B 160/1 OZ. $16.90	DOUBLE B 50 CT. $16.80	OLD TIMER 5# $6.29	WRIGHT 6/5# $19.65	PILLSBURY 4/30 $8.82	R & R 24/12 $18.81
BRENHAM WHOLESALE GROCERY CO.	STARKIST 6/66.5 OZ. $34.98	OLD SCHULENBERG 10# $16.65	OLD SCHULENBERG 10# $17.71	SADDLERS 6/4# $52.54	COUNTRY MORNING 6/4# $18.29	N/B	N/B
PETHERIOTES	N/B	N/B	N/B	N/B	N/B	N/B	N/B

G068·1

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #28 TATER TOTS	ITEM #29 DICED RED SWEET PEPPER	ITEM #30 VEGALENE PAN COATING	ITEM #31 REYNOLDS FILM (PLASTIC WRAP)	ITEM #32 REYNOLDS FOIL	ITEM #33 BEANS	ITEM #34 PORK AND BEANS
GLAZIER FOODS CO.	GOURNET 6/5# $13.75	FROSTY ACRES 24/303 $19.69	VEGALENE ½ GALLON $7.89	REYNOLDS 18 X 2000 $11.42	REYNOLDS 18 X 1000 $41.53	CHEF ROBAIR 6/10 $10.95	CHEF ROBAIR 6/10 $12.95
BRENHAM WHOLESALE GROCERY CO.	FLAV-R-TARTS 6/5# $14.50	BETTY ANN 24/16 OZ. $20.13	N/B	REYNOLDS 18 X 1000 $7.42	REYNOLDS 18 X 500 $21.68	RED & WHITE 6/10 $10.44	N/B
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	N/B	N/B

00685

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #35 RANCH STYLE BEANS	ITEM #36 CARROTS	ITEM #37 CORN	ITEM #38 CORN	ITEM #39 MIXED VEGETABLES	ITEM #40 POTATOES	ITEM #41 POTATOES	ITEM #42 POTATOES	ITEM #43 GREENS
GLAZIER FOODS CO.	CHEF ROBAIR 6/10 $13.79	GOLD TIP 6/10 $10.60	CHEF ROBAIR 6/10 $14.02	CHEF ROBAIR 6/10 $11.15	CHEF ROBAIR 6/10 $14.86	CHEF ROBAIR 6/10 $12.28	CHEF ROBAIR 6/10 $15.96	CHEF ROBAIR 6/10 $15.76	CHEF ROB... 6/10 $10.27
BRENHAM WHOLESALE GROCERY CO.	RANCH STYLE 6/10 $15.74	LEADWAY OR RED & WHITE 6/10 $12.19	LEADWAY OR RED & WHITE 6/10 $10.72	RED & WHITE 6/10 $10.72	RED & WHITE 6/10 $11.92	N/B	ALLENS 6/10 $15.02	SUGARY SAM 6/10 $17.80	N/B
PETHRIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

98900

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #44 GREENS	ITEM #45 TOMATOES	ITEM #46 TOMATOES	ITEM #47 TOMATO PASTE	ITEM #48 TOMATO SAUCE	ITEM #49 PEACHES	ITEM #50 PEACHES	ITEM #51 APPLES	ITEM #52 FRUIT COCKTAIL
GLAZIER FOODS CO.	CHEF ROBAIR 6/10 $10.27	CHEF ROBAIR 6/10 $11.54	CHEF ROBAIR 6/10 $18.40	CHEF ROBAIR 6/10 $17.99	CHEF ROBAIR 6/10 $13.90	FROSTY ACRES 6/10 $17.10	FROSTY ACRES 6/10 $17.10	LUCKY LEAF 6/10 $16.20	RED & WHITE 6/10 $24.15
BRENHAM WHOLESALE GROCERY CO.	BUSH 6/10 $11.02	LEADWAY OR RED & WHITE 6/10 $13.20	HUNTS 6/10 $15.97	HUNTS 6/10 $22.62	RED & WHITE 6/10 $12.65	N/B	N/B	LUCKY LEAF 6/10 $22.88	RED & WHITE 6/10 $21.76
PETHRIOTES BROS. COFFEE -	N/B	N/B	N/B	HEINZ 6/10 $20.00	CONTADINA 6/10 $12.30	N/B	N/B	N/B	N/B

00687

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #53 PINEAPPLE	ITEM #54 PINEAPPLE	ITEM #55 PEARS	ITEM #56 APPLESAUCE	ITEM #57 CORNMEAL	ITEM #58 FLOUR	ITEM #59 SPAGHETTI	ITEM #60 MACARONI	ITEM #61 POTATOES
GLAZIER FOODS CO.	ROYALITY 6/10 $17.74	ROYALITY 6/10 $17.74	PEMBROOK 6/10 $18.50	CHEF ROBAIR 6/10 $13.67	LITE CRUST 25# $3.59	CHEF ROBAIR 25# $3.36	FROSTY ACRES 10# $4.85	FROSTY ACRES 10# $4.85	FROSTY ACRES 4/5# $25.06
BRENHAM WHOLESALE GROCERY CO.	DOLE OR RED & WHITE 6/10 $23.89	DOLE OR RED & WHITE 6/10 $24.61	RED & WHITE 6/10 $19.04	LUCKY LEAF OR RED & WHITE 6/10 $16.93	PIONEER 5/10# $12.25	GLADIOLA 5/10# $11.94	OUR BEST 1/10# $4.68	O.B. 1/10# $4.61	TRIO 4/5# $27.96
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B	CARNATION 4/5# $19.50

00688

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #62 POTATOES	ITEM #63 PEPPER	ITEM #64 PEPPER	ITEM #65 SALT	ITEM #66 SALT	ITEM #67 SUGAR	ITEM #68 SUGAR	ITEM #69 POWDERED SUGAR
GLAZIER FOODS CO.	TRIO 6/10 $21.37	MCCORMICK 1# $4.90	FROSTY ACRES 3/1000 CT $13.20	FROSTY ACRES 24/26 OZ. $7.24	FROSTY ACRES 3/1000 CT $6.88	IMPERIAL 6/10# $24.37	CHEF ROBAIR 2000 $8.80	IMPERIAL 25# $9.36
BRENHAM WHOLESALE GROCERY CO.	TRIO 6/10 $30.57	N/B	SAP 1/1000 $3.41	RED & WHITE 24/24 OZ. $4.67	SAP 1/1000 $2.01	RED & WHITE 12/5# $18.09	IMPERIAL 1000/1/16 OZ. $6.32	IMPERIAL 12/2'S POLLY $13.23
PETHERIOTES BROS. COFFEE	CARNATION 6/10 $19.00	FRENCHES 12/1# $4.30#	MCCORMICK 6/1000 $14.00	N/B	MCCORMICK 6/1000 $9.00	N/B	IMPERIAL 2000/1/8 $9.00	N/B

00689

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #70 BROWN SUGAR	ITEM #71 SALAD DRESSING	ITEM #72 SALAD DRESSING	ITEM #73 MUSTARD	ITEM #74 MUSTARD	ITEM #75 CATSUP	ITEM #76 CATSUP	ITEM #77 RELISH	ITEM #78 PICKLES
GLAZIER FOODS CO.	IMPERIAL 25# $9.55	FROSTY ACRES 200 CT. $5.05	CHEF ROBAIR 4/1 GA. $11.69	FROSTY ACRES 200 CT. $1.85	CHEF ROBAIR 1 GA. $1.70	FROSTY ACRES 1000 CT. $12.35	CHEF ROBAIR 6/10 $17.38	FROSTY ACRES 200 CT. $5.13	CHEF ROBAIR 5 GA. $10.50
BRENHAM WHOLESALE GROCERY CO.	IMPERIAL 12/2'S $13.23	KRAFT 200/7/16 OZ. $9.01	BEST 1 GA. $3.39	SAP 200/5.5 GR. $2.33	BEST MAID 1 GA. $1.82	KRAFT 200/7/16 OZ. $6.12	HUNTS 6/10 $16.94	SAP 200/9 GR. $6.25	HEINZ 6/10 $19.97
PETHERIOTES	N/B	MCCORMICK 200/7/16 $5.50	CAMELLIA 4/1 GA. $9.90	MCCORMICK 500/1/5 $4.50	CAMELLIA 4/1 GA. $7.50	HANPEE 500/1/5 $6.00	N/B	N/B	N/B

00690

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #79 WORCHESTERSHIRE SAUCE	ITEM #80 BAKING POWDER	ITEM #81 BAKING SODA	ITEM #82 CINNAMON	ITEM #83 PAPRIKA	ITEM #84 PARSLEY	ITEM #85 CHILI POWDER	ITEM #86 ONIONS	ITEM #87 BEEF BASE
GLAZIER FOODS CO.	CHEF ROBAIR 1 GA. $2.79	CLABER GI 5# $4.10/.82	HOSP. 1# $.39	MCCORMICK 1# $3.54	MCCORMICK 1# $4.00	MCCORMICK 10 OZ. $9.25#	MCCORMICK 18 OZ. $3.79	FROSTY ACRES 3# $2.00	CHEF ROBAIR 1# $1.69
BRENHAM WHOLESALE GROCERY CO.	BEST MAID 1 GA $2.71	CALUMET 24/14 OZ. $38.48	ARM & HAMMER 24/16 OZ. $10.31	MCCORMICK 1/16 OZ. $2.87	MCCORMICK 1/18 OZ. $3.70	N/B	GEBHARDT 1/5# $12.80 $2.56#	MCCORMICK 1/15# $32.55	KRAFT 1/3# $4.65 $1.55#
PETHERIOTES BROS. COFFEE	CAMELLIA 4/1 GA. $9.50	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

00691

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #88 CHICKEN BASE	ITEM #89 CAKE MIX TYPE 1	ITEM #90 CAKE MIX TYPE 1	ITEM #91 CAKE MIX TYPE 1	ITEM #92 PUDDING	ITEM #93 PUDDING	ITEM #94 PUDDING	ITEM #95 PUDDING	ITEM #96 ONIONS
GLAZIER FOODS CO.	CHEF ROBAIR 1# $1.69	GEN. MILLS 6/5# $29.45	GEN MILLS 6/5# $29.64	GEN MILLS 6/5# $28.65	FROSTY ACRES 12/24 OZ. $15.22	FROSTY ACRES 12/24 OZ. $15.22	FROSTY ACRES 12/24 OZ. $15.22	FROSTY ACRES 12/24 OZ. $15.22	N/B
BRENHAM WHOLESALE GROCERY CO.	KRAFT 1/3# $3.56 $1.19#	N/B	N/B	N/B	N/B	JELLO 1/4.5# $6.51 CS $1.45#	JELLO 1/4.5# $6.13 CS $1.362#	JELLO 1/4.5# $6.13 CS $1.362#	VARIOUS PLASTIC WRAP $4.25/25#
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	JELLO 12/2# $19.00	JELLO 12/2# $20.00	JELLO 12/2# $19.00	JELLO 12/2# $19.00	N/B

00692

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #97 LETTUCE	ITEM #98 TOMATOES	ITEM #99 ORANGES	ITEM #100 BANANAS	ITEM #101 CELERY	ITEM #102 GELATIN	ITEM #103 SHORTENING	ITEM #104 OATMEAL	ITEM #105 BROWN GRAVY MIX
GLAZIER FOODS CO.	N/B	N/B	N/B	N/B	N/B	FROSTY ACRES 12/24 OZ. $12.95	FROSTY ACRES 10/5# $24.19	3 MINUTE 8/42 OZ. $12.81	PIONEER 12/13 OZ. $23.96
BRENHAM WHOLESALE GROCERY CO.	KING OF HEART 24 HEAD $12.00	REPACKS 20 # $12.00	SUNKIST 113 CT 38# $12.50	DOLE 40# $14.00	VARIOUS 36 STALKS $16.20	JELLO 12/24 OZ. $18.13	SNOWDRIFT 12/1 LB $8.84 CS. $.736#	3 MINUTE 24/18 OZ. $25.74	N/B
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B	N/B	GEN FOODS 12/24 OZ. $12.00	N/B	N/B	N/B

00693

FOOD FOR COUNTY JAIL/JUVENILE DETENTION
BID #86-125

COMPANY	ITEM #106 DILL PICKEL RELISH	ITEM #107 COMPLETE CORNBREAD	ITEM #108 DICED POTATOES	ITEM #109 EGGS
GLAZIER FOODS CO.	CHEF ROBAIRE 4/1 GA $14.85	PIONEER 6/5# $18.46	FROSTY ACRES 6/2½# $17.14	MG 15 DZ $10.95/CS $.73 DZ.
BRENHAM WHOLESALE GROCERY CO.	BEST MAID 1 GA $3.12	N/B	N/B	RED & WHITE 15/1 DZ MARKET PRICE
PETHERIOTES BROS. COFFEE	N/B	N/B	N/B	N/B

00691
AS PER ORIGINAL

PURCHASE OF MICROFILM EQUIPMENT
BID #86-130

COMPANY	TOTAL BID PRICE	DELIVERY	PRICE GUARANTEE	REMARKS
3M COMPANY	$22,268.95	45 DAYS	30 DAYS	EQUIPMENT BID: EF5000 CAMERA; 900 PAGE SEARCH READER PRINTER; FILESAVER (DOCUMENT CONTROL SOFTWARE)
GLOBAL SERVICES, INC.	$19,500.00	10 DAYS	30 DAYS	BIDDER CERTIFIES THAT BID DOES NOT MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.
MINO-MICROGRAPHICS, INC.	$25,008.00	30 DAYS	30 DAYS	BIDDER CERTIFIES THAT BID DOES NOT MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

00695

FINISHING WORK - PRECINCT #3 MAINTENANCE FACILITY
BID #86-131

BIDDER	TOTAL BID PRICE	REMARKS
RASKA BUILDING ENTERPRISES	$7,823.00	LOW AND ONLY BIDDER

00696

24/6

AS PER ORIGINAL

TRUCK SHED - PRECINCT #3 MAINTENANCE FACILITY
BID #86-132

BIDDER	TOTAL BID PRICE	REMARKS
A & S BUILDING SYSTEM, INC.	$9,000.00	LOWEST BID 30 DAY DELIVERY
ROBERT S. HENRY CO.	$9,131.00	30 DAY DELIVERY
UNITED STRUCTURES OF AMERICA	$10,531.00	28 DAY DELIVERY
ED MEYER BUILDING CO.	$10,700.00	42 DAY DELIVERY
BASS CONSTRUCTION CO.	$10,850.00	35 DAY DELIVERY

Accept bid for janitorial service for Courthouse Complex:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to ACTIVE BUILDING MAINTENANCE in the amount of $3,538.30 per month for Courthouse complex, County Clerk office and yellow house. Effective January 1, 1987 for one year. (Recorded in minutes in full)

25. CONSIDER TERMINATION OF EXISTING CONTRACT AND CONSIDER APPOINTING MEDICAL DIRECTOR FOR FORT BEND COUNTY E.M.S.:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to terminate current contract effective December 31, 1986 and appoint Dr. Blake Berry as Medical Director for Fort Bend County E.M.S. effective immediately under the terms of current contract.

Daniel Kosler, E.M.S. Director discussed appointing Dr. Blake Berry as Medical Director.

26. CONSIDER CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES:

The following companies gave a presentation for collection of delinquent taxes:

DWAYNE FORCE representing Gates Stein
STEVEN GILBERT
GEORGE PRAPPAS & DEXTOR JOYNER
OLIVER HEARD representing Heard, Goggan, Blair, Williams & Harrison
RUSSEL JONES & BRADY ELLIOTT

Moved by Commissioner Lutts to renew contract with Gates Stein for 1987 as collector of delinquent taxes. Failed due to lack of a second.

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to award contract for the collection of delinquent taxes to HEARD, GOGGAN, BLAIR, WILLIAMS & HARRISON for two years effective January 1, 1987. (Recorded in minutes in full)

27. DISCUSS AND TAKE ACTION ON ADDING A STEP SYSTEM TO PAY GRADES IN THE FORT BEND COUNTY CLASSIFICATION & COMPENSATION PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone for further study by Policy & Procedure Committee.

RECESS:

Commissioners' Court recessed at 12:20 p.m.

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), V.T.C.S.:

Met in Closed Session.

29. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

006598

AS PER ORIGINAL

2417

JANITORIAL SERVICE COURTHOUSE COMPLEX
BID #86-121

COMPANY	MONTHLY RATE COURTHOUSE COMPLEX	COUNTY CLERK	YELLOW HOUSE	OLD JAIL	COUNTY BLDG LEGION DRIVE	HEALTH DEPARTMENT	EXTENSION AGENT	TOTAL	INSURANCE SUBMITTED
ACTIVE BLDG MAINT.	$2,893.30	$465.00	$180.00	$310.00	$425.00	$280.00	$375.00	$4,928.30	YES
TOWN & COUNTRY	$3,276.00	$175.00	$390.00	$270.00	$390.00	$260.00	$380.00	$5,141.00	YES
SOUTHWESTERN BLDG.	$3,295.00	$515.00	$110.00	$237.00	$415.00	$300.00	$500.00	$5,372.00	YES
FIRST AMERICAN	$3,900.00	$435.00	$260.00	$295.00	$465.00	$260.00	$335.00	$5,950.00	YES
EUGENIE ASHE	$5,000.00	$1,000.00	$300.00	$500.00	$900.00	$400.00	$650.00	$8,750.00	NO
OYSTER CREEK	$5,366.68	$750.59	$444.00	$1,757.44	$1,821.00	$400.00	$400.00	$10,939.71	NO
KAMINSKI JANITORIAL	N/B	$474.49	$99.00	N/B	$385.00	N/B	N/B	----------	YES
LUPE MAID SERVICE (BID NOT CERTIFIED)	$3,875.00	$1,225.00	$485.00	$865.00	$1,395.00	$375.00	$495.00	$8,715.00	NO
TECHNI-CLEAN	$5,500.00	$1,340.00	$680.00	$850.00	$1,200.00	$740.00	$900.00	$11,210.00	NO

$3538.30 per month

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

CONTRACT FOR MEDICAL DIRECTOR
OF EMERGENCY MEDICAL SERVICES
FORT BEND COUNTY, TEXAS

This contract is entered into this the 29 day of December, 1986, by and between the County of Fort Bend (hereinafter referred to as "County") and Blake Berry, M.D. (hereinafter referred to as "Medical Director").

Blake Berry, M.D., hereby contracts with the County to serve as Medical Director of Fort Bend County Emergency Medical Services for the term stated below. His duties as Medical Director shall include, but not be limited to, prescribing medications and supplies to the Emergency Medical Services, authorizing and approving protocols and standing orders for the Emergency Medical Service personnel and providing continuing education to the Emergency Medical Service.

Throughout the term of this contract, Blake Berry, M.D., must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Fort Bend County. He must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.

Blake Berry, M.D., shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of

the Medical Director of the Emergency Medical Services of the County under the terms of this contract. Such time shall be not more than twenty (20) hours per month, unless otherwise authorized by the Commissioners' Court of Fort Bend County. It is understood that Blake Berry, M.D., will continue to engage in private medical practice when not performing duties under this contract.

The terms of this contract shall be for a period commencing on the date hereof and ending on the 31st day of December, 1988, or upon thirty (30) days written notice from either party.

Throughout the term of this contract, a policy of liability insurance shall remain in force at all times. The Medical Director shall be included and covered under the existing Emergency Medical Service liability insurance policy and any future such policies. The policy shall have as a minimum limit the amount of One Million Dollars ($1,000,000.00) per occurrence and One Million Dollars ($1,000,000.00) annual aggregate.

In consideration for rendering the services of Medical Director under the terms of this contract, the County shall compensate at the rate of one thousand dollars ($1,000.00) per month payable on the first County monthly pay period of each month. Upon prior approval of Commissioners' Court, the Medical Director shall be paid the sum of fifty dollars ($50.00) per

hour for each additional hour over the above stated twenty (20) hours per month.

This contract shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

SIGNED this 19 day of December, 1986.

FORT BEND COUNTY

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

MEDICAL DIRECTOR

Blake Berry, M.D.
Blake Berry, M.D.

Witnessed

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS CONTRACT is made and entered into by and between **FORT BEND COUNTY**, acting herein by and through its governing body, hereinafter called First Party, and **HEARD, GOGGAN, BLAIR, WILLIAMS & HARRISON**, Attorneys at Law, hereinafter called Second Party.

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest, on behalf of **FORT BEND COUNTY**, within **FORT BEND COUNTY**, owing to **FORT BEND COUNTY**, provided current year taxes falling delinquent within the period of this contract shall become subject to its terms on the first day of July of the year in which the same shall become delinquent except that suits resolved before the first day of July must include current year delinquent taxes, which are also subject to the terms of this contract.

II.

Second Party is to call to the attention of the collector or other officials any errors, double assessments, or other discrepancies coming under their observation during the progress of the work, and is to intervene on behalf of First Party in all suits for taxes hereafter filed by any taxing unit on property located within its geographical limits.

III.

First Party agrees to furnish delinquent tax statements to Second Party on all property within the taxing jurisdiction. Second Party will furnish forms for said statements on request and will assume responsibility for having penalty and interest computed on statements before such statements are mailed to property owners.

IV.

Second Party agrees to file suit on and reduce to judgment and sale any property located within **FORT BEND COUNTY** against which a tax lien would prevail provided, First Party will furnish the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of the costs as court costs as provided by Tex. Prop. Tax Code Sec. 33.48 (Vernon 1979).

V.

Second Party agrees to make progress reports to First Party on request, and to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

VI.

First Party agrees to pay to Second Party as compensation for services required hereunder fifteen (15) percent of the amount collected of all delinquent taxes, penalty and interest of the years covered by this contract, actually collected and paid to the collector of taxes during the term of this contract as and when collected. All compensation above provided for shall become the property of the Second Party at the time payment of taxes, penalty and interest is made to the collector. The collector shall pay over said funds monthly by check.

VII.

This contract is drawn to cover a period of two (2) years beginning January 1, 1987, and ending December 31, 1988. First Party shall have the option exercisable at any time that this ocntract is in force to renew and extend this contract on its identical terms for two additional two year periods commencing January 1, 1989, and January 1, 1991. On termination of this contract, Second Party shall have an additional six months after termination to reduce to judgment all suits filed prior to the date last mentioned, and provided further that Second Party shall handle to conclusion all suits in which trial court judgments are

cbtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written. First Party shall have the right to sooner terminate this contract for cause, giving thirty (30) days' written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

VIII.

This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this, the 22nd day of Dec., 1986, AD 1986, FORT BEND COUNTY, Texas.

FORT BEND COUNTY

By: Jodie E. Stavinoha
JODIE E. STAVINOHA

HEARD, GOGGAN, BLAIR WILLIAMS & HARRISON

By: O. S. Heard
OLIVER S. HEARD, JR.

AS PER ORIGINAL

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

30. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor.

31. ADJOURNMENT:

Commissioners' Court adjourned at 3:05 p.m. Monday, December 22, 1986.

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 1986 at a _____ Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 _____

Commissioner, Precinct 4 _____

Now, therefore, be it resolved upon the motion of Commissioner _____, Seconded by Commissioner _____, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 23, 19 87.

STARTING WITH
FILM CODE NO. vol.32 pg.0559

ENDING WITH
FILM CODE NO. vol.32 pg. 0706

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Arevette
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 707.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.
MONDAY, JANUARY 5, 1987
REGULAR SESSION

1. Approve minutes of meeting of December 22, 1986.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Accept donation of books to Fort Bend County Law Library from Sam Dick, District Attorney and Walter McMeans, Judge, County Court-at-Law #2.

6. Mr. James Williams, Deloitte, Haskings & Sells, re: proposal for 1986 audit.

7. Consider renewals of lease agreements for properties located at 400 South Sixth St., Richmond; and 13401 Southwest Freeway, Sugar Land (Prct. 3 J.P.).

8. Mr. Maxson Barnett, re: request to recognize the third Monday in January as Dr. Martin Luther King Jr. Day, a County holiday.

9. Consider approval of interlocal agreements with Needville I.S.D. in Precinct 2.

10. Consider approval of lease agreement for office space at 405 Liberty St., Richmond.

11. Mr. Del Austin, re: Easter Seals campaign.

12. Approve official bonds for several elected officials.

13. Recognize bequest from the estate of Marjorie Winston Bailey to the Fort Bend County Library.

14. Consider approval of interlocal agreements with various surrounding counties for the housing of juveniles.

15. Consider approving cost containment recommendations for County employees medical insurance.

16. Accept a signed statement from County Purchasing Agent as to the existence of only one source for the renting of Canon 9030 Laser Copier, and order the granting of an exemption to the competitive bidding requirements of Section 3, Art. 2368a.5, V.A.T.S.

17. 10:00 a.m. - Hold public hearing for Westmoor Drive realignment, West Oaks Village Subdivision in Precinct 3.

18. Transfer funds from Contingency Fund to individual department budgets for job classification changes.

19. Meet in Closed Session to discuss litigation, land and personnel matters as authorized by Article 6252-17, Sec. 2(e,f,g,),V.T.C.S., and take action, if necessary.

20. 1:30 p.m. - Open bids for the following: (1) Precast concrete box culverts installed (#87-01); (2) Electronic storage & retrieval system (#87-02); (3) RFP for word processing system (#87-03); (4) One or more new trucks, 28,000 GVWR (#87-04).

21. Adjournment.

FILED FOR RECORD
NO. _____ TIME 2:00 A.M. P.M.
DEC 31 1986
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, on 12-31-86 at 2:10pm by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 5TH day of JANUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF DECEMBER 22, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 22, 1986 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 contract as follows:

Rosenberg Bank & Trust to release $150,000, Plano General Oblig., receipt #647840, due date 6/1/88

Texas Capital Richmond to pledge $250,000, Fed. Home Loan Bank, receipt #313388QL7, due date 8/25/87

Texas Capital Richmond to pledge $250,000, S.J. Texas HFC, receipt #841514, due 9/1/96

Texas Capital to pledge 125,000, Lewisville Tx ISD, receipt #528827E38, due 8/15/90

Texas Capital to pledge $100,000, Dallas/Ft. Worth Wth. Reg., receipt #235037QK7, due 11/1/90

Texas Capital to pledge $400,000, Harris Co. Hospital Dist. receipt #414156AY5, due date 4/1/92

Texas Capital to pledge $150,000, Edinberg G.O., receipt #280767FQ2, due 7/1/93

Texas Capital to pledge #170,000 N. Austin MUD#1, receipt #657428AD0, due 11/15/93

Texas Capital to pledge $100,000, Edinburg G.O., receipt #280767FR0, due 7/1/94

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve line item transfers in budget for ROAD & BRIDGE PRECINCT #2. (Recorded in minutes in full)

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Release $ 150,000,

Plano General Obligation

Receipt # 647840

Due Date 6/1/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

0032

WITH Texas Capital

Pledged $ 100,000,

Dallas/Ft Worth Wtr Reg

Receipt # 235037QK7

Due Date 11/1/90

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital Richmond

Pledge ~~Release~~ $ 250,000,

Fed Home Loan Bank

Receipt # 313388QL7

Due Date 8/25/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Pledged $ 400,000

Harris Co. Hospital Dist

Receipt # 414156AY5

Due Date 4/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital Richmond

Pledge ~~Release~~ $ 250,000

S.F. Texas HFC.

Receipt # 841514AU6

Due Date 9/1/96

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Pledged $ 150,000

Rosenberg G.O.,

Receipt # 280767FQ2

Due Date 7/1/93

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Pledge ~~Release~~ $ 125,000

Lewisville Tx ISD.

Receipt # 528827E38

Due Date 8/15/90

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Pledged $ 170,000,

N. Austin MUD #1

Receipt # 657428AD0

Due Date 11/15/93

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $ _____,

_____

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 _____

Release $ _____,

_____

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 _____

Release $ _____

_____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Pledged $ 100,000,

Edinburg G.O.

Receipt # 280767FRO

Due Date 7/1/94

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged $ _____

_____,

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 _____

Pledged $ _____,

_____

Receipt # _____

Due Date _____

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 5th day of January, 1987 at a Regular Session of the Commissioners' 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
Diane Wilson.....COUNTY CLERK

The following proceeding were had, to-wit:

THAT WHEREAS, theretofore, on December 1986 the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure(s) is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987 adopted December , 1986.

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

ROAD & BRIDGE Pct 2	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-1010	Property and Equipment	$200,000.00	$165,000.00	($35,000.00)
08-02-0048-6019	Permanent Improvements	$200,000.00	$235,000.00	$35,000.00

DATE: January 5, 1987

DEPT. HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. #2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. #4

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for Commissioners Precinct 1,2 & 4. (Recorded in minutes in full)

5. ACCEPT DONATION OF BOOKS TO FORT BEND COUNTY LAW LIBRARY FROM SAM DICK, DISTRICT ATTORNEY AND WALTER MCMEANS, JUDGE, COUNTY COURT-AT-LAW #2:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donation of books to Fort Bend County. (Recorded in minutes in full)

6. MR. JAMES WILLIAMS, DELOITTE, HASKINS & SELLS, RE: PROPOSAL FOR 1986 AUDIT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to consider proposal for later action. (Recorded in minutes in full)

James Williams submitted proposal for 1986 audit.

7. CONSIDER RENEWALS OF LEASE AGREEMENTS FOR PROPERTIES LOCATED AT 400 SOUTH SIXTH ST., RICHMOND; AND 13401 SOUTHWEST FREEWAY, SUGAR LAND (PRCT. 3 J.P.):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve lease agreements for properties located at 400 South Sixth St., Richmond and 13401 Southwest Freeway, Sugar Land (Prct. 3 J.P.) as presented. (Recorded in minutes in full)

8. MR. MAXSON BARNETT, RE: REQUEST TO RECOGNIZE THE THIRD MONDAY IN JANUARY AS DR. MARTIN LUTHER KING JR. DAY, A COUNTY HOLIDAY:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to consider resolution on Jan. 12, when 1987 holiday schedule is set. (Recorded in minutes in full)

Maxson Barnett request January 19, 1987 be recognized as a county holiday to honor Martin Luther King, Jr.

9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH NEEDVILLE I.S.D. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve interlocal agreements between FORT BEND COUNTY and NEEDVILLE INDEPENDENT SCHOOL DISTRICT for maintenance, road repair & drainage. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE AT 405 LIBERTY ST., RICHMOND:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve lease agreement for office space at 405 Liberty St. for County Court-at-Law #2, effective January 1, 1987 at $1,000.00 per month for 2 years with county furnishing air conditioning/heating unit. (Recorded in minutes in full)

4

00713

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Ben G. Denham

Bob Lutts

Johnnie Pustka

Period: Date of Departure January 8, 1987

Date of Return January 10, 1987

Purpose of Trip: Texas Association of Fairs and Expositions Annual Meeting

Places to be Visited: Dallas Marriott Quorum, Dallas, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

January 5, 1987
Date

Prct. 2 County Commissioner
Title

* *

Approved: Commissioners' Court

County Judge

1-5-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5)

00714

0032

SAM W. DICK
Attorney and Counselor at Law
8303 SOUTHWEST FREEWAY
AT GESSNER
SUITE 111
HOUSTON, TEXAS 77074

TELEPHONE
713/995-7007

December 29, 1986

The Honorable Jodie Stavinoha
County Judge
Fort Bend County, Texas
Fort Bend County Courthouse
Richmond, Texas

Re: Donation of Law Books

Dear Judge:

It is with great pleasure that I am hereby donating to the Fort Bend County District Attorney's office, the following used books:

A complete set of:

(1) Vernon's Annotated Statutes and Codes

(2) Southwest 2nd and Texas Cases
Volume 288 - through Volume 710

(3) Federal Jury Practice - Criminal & Civil

Best Regards,

Sam W. Dick

SWM/eb

WALTER S. MCMEANS
ATTORNEY AT LAW
One SugarLand Park
1250 Shoreline Dr., Suite 150
Sugar Land, Texas 77478

(713) 491-5977

December 31, 1986

Honorable Jodie Stavinoha
County Judge
Fort Bend County Courthouse
P. O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

I have this date donated to Fort Bend County:

Southwestern Reporter, First Series (300 volumes)

Texas Jurisprudence, Second and Third Edition, approximately (87 volumes)

Texas Probate System-Texas State Bar Revised Edition (2 volumes)

Texas Family Law Practice Manual-Texas State Bar (3 volumes)

All preceding books I donate to Fort Bend County, Texas without any reservation.

~~I also have a complete set of Vernon's (known as Black Statutes) which I would propose to use while I am Judge of County Court at Law No. 2. I would pay for any permanent volume issued for the set but the county would pay for all pocket parts and soft cover editions as they are issued. I would take the Vernons with me when I am no longer judge of the court.~~

Honorable Jodie Stavinoha
December 31, 1986
Page Two

If you agree and accept the books described herein on the basis stated please indicate your approval by signing a copy of this letter in the space indicated.

Yours truly,

Walter S. McMeans

Walter S. McMeans

WSM:zts

AGREED AND ACCEPTED:

Jodie E. Stavinoha

JODIE STAVINOHA
County Judge of Fort Bend County

Date 12/31/86

Deloitte Haskins+Sells

600717

0032

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

Honorable Jodie E. Stavinoha
County Judge
P.O. Box 368
Richmond, Texas 77469

December 15, 1986

Dear Jodie,

Since we are interested in continuing to serve as the independent auditors of Fort Bend County, I have taken the liberty of preparing the attached audit proposal for the 1986 audit. Would you please provide a copy of this proposal to each County Commissioner (6 copies are enclosed).

As in prior years, I will be pleased to make a formal presentation of this proposal at a regular Monday meeting of the Commissioners Court. I'll call your secretary in the near future in order to get on the agenda.

Thank you for your assistance.

Sincerely,

James

James L. Williams
Partner

C/C Joyce Tompkins, County Auditor (w/enclosure)

RECEIVED
DEC 16 1986
COUNTY JUDGE

Deloitte
Haskins+Sells

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

Honorable Jodie E. Stavinoha,
County Judge, and Members of
the Commissioners Court of
Fort Bend County, Texas
Fort Bend County Courthouse
Richmond, Texas 77469

December 15, 1986

Gentlemen:

We are pleased to submit our proposal to serve as the independent auditors for Fort Bend County, Texas (the "County") for the year ending December 31, 1986. Our Firm, our people and our capabilities are well known to you and to many other County officials since we have had the opportunity to serve as the County's independent auditors from 1972 to 1979 and from 1982 to 1985.

We want to continue serving as the County's auditors because Fort Bend County is the second fastest growing county in Texas and a prestigious client in the governmental sector. We feel that over the past decade we have been of great assistance to the County during this growth period, and we want to continue to provide our services to Fort Bend County.

SCOPE OF WORK

As your independent auditors, our examination of the County's financial statements would be made in accordance with generally accepted auditing standards and would include such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

We will render the following reports:

- combined financial statements of the County (including the Drainage District) for the year ended December 31, 1986 and auditors' opinion

- separate financial statements of the Fort Bend County Drainage District for the year ended December 31, 1986 and auditors' opinion, as required by the Texas Department of Water Resources.

- our Report to Management concerning internal accounting control and other administrative and operating matters.

- compliance reports as required by the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, issued by the U.S. General Accounting office; the Single Audit Act of 1984; and OMB Circular A-128.

WHY DELOITTE HASKINS & SELLS

We believe that you should again select Deloitte Haskins & Sells as the independent auditors for the County because

- we are very familiar with the County and your operations, the County's people and records through the services we have previously rendered to you.

- we have an outstanding reputation for serving all types of governmental entities, both large and small, in Texas and in the Houston area. Other governmental clients currently served by our Houston office include:

  Harris County, Texas
  City of Houston
  Port of Houston Authority
  City of Bryan
  City of College Station
  City of Bellaire
  Katy Independent School District
  Humble Independent School District
  Spring Independent School District
  Conroe Independent School District
  Sheldon Independent School District
  Deer Park Independent School District
  Region IV Education Service Center.
  Houston-Galveston Area Council

- we have always staffed your engagement with people who are knowledgeable about governmental accounting. More importantly, your engagement has been staffed with people knowledgeable about Fort Bend County. For example, the following people will be involved in the 1986 audit:

James Williams has been the engagement partner on the County since 1972.

Susan Harris who will be your audit manager, has served on numerous governmental engagements including the City of Houston, the City of Bryan, Spring and Humble Independent School Districts and the Houston-Galveston Area Council.

Rick Daigneault will again be the senior accountant in 1986, his fifth year on the County, and his third year as the accountant in-charge.

We believe this continuity demonstrates the commitment of our Firm and our people to doing the best job possible for Fort Bend County.

- we use a proven engagement plan that provides for timely service, maximum audit efficiency and minimum fees, while ensuring the highest quality standards.

- we believe that our service does not stop with the issuance of our Auditor's opinion and that our Report to Management is of equal importance to you. This report is focused at improving your system of internal accounting control and enhancing the efficiency and effectiveness of the operations of the County.

PROFESSIONAL FEES

Our fees are based on the time spent on your engagement at standard hourly rates related to the level of experience of the individual assigned. Our fee, including any out-of-pocket expenses, would be $46,000 to perform examinations of the County's and District's financial statements for the year ending December 31, 1986 discussed on pages 1 and 2. This estimated fee is composed of the following elements:

1985 Fees:	
"Regular" audits	$41,200
Single Audit compliance audit	4,000
2% increase in "regular" audit fee due to inflation	800
Total fee for 1986	$46,000

Fort Bend County was required to comply with the Single Audit Act of 1984 for the first time in 1985 and is required to have a Single Audit in every year that the County's receipts from federal assistance programs exceed $100,000.

The total fee estimate represents about 50% of our standard billing charges. We are able to discount charges to you since most of the audit work is performed outside of our "busy season" period.

To demonstrate our commitment to serving the County, we will also include 20 hours of gratis management time for advising the County of reporting changes necessary for the preparation of your comprehensive annual financial report. If any additional time is required in this phase, it will be billed at our standard rates discounted at 50%.

Any additional services requested by you would be charged at reasonable rates agreed upon before the services are rendered.

We appreciate this opportunity to present our qualifications for your consideration, and we shall be pleased to furnish any additional information you desire. We sincerely hope our Firm will receive your favorable consideration.

Sincerely,

DELOITTE HASKINS & SELLS

James L. Williams

James L. Williams
Partner

8700869

(1) 1909 1373

00722

AS PER ORIGINAL 0032

LEASE AGREEMENT

This Agreement, entered into by and between 13500 SOUTHWEST FREEWAY, LTD. by and through its general managing partner, V O V CORPORATION, hereinafter called "Landlord," and THE COUNTY OF FORT BEND, a Texas county, hereinafter called "Tenant,"

WITNESSETH:

Premises

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord 2,057 square feet of rentable area on the first floor(s) in the building known as Virgil Mott Towers - East (herein called the "Building") located at 13401 Southwest Freeway, Sugar Land, Fort Bend County, TX

The space hereby leased in the Building is hereinafter called the "Leased Premises" and is outlined on the floor plan drawing attached hereto and made a part hereof.

The term "rentable area" as used above, is the sum of all floor space included within the Leased Premises plus Tenant's prorata share of corridors, toilets and public areas on its floor(s). Mechanical, electrical and telephone closets which are for the specific use of the Tenant shall be included. Elevator shafts, stair wells, chases, janitor closets and building equipment rooms shall be excluded in calculating "rentable area."

Term

2.A. The term of this lease is one (1) year~~s/months~~ commencing on the first day of January, 1987 and terminating on ~~the last day of the~~ December 31, 1987 ~~and~~ thereafter (subject to revision, as stated in Paragraph 2 (b) hereof).

B. The Building is now scheduled for or under construction and Landlord is desirous of having the same completed as soon as possible. In the event, however, the Building is not completed, or the Leased Premises covered by said Lease Agreement are not ready for occupancy by the time of said commencement date for any reason or cause, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof, and said Lease Agreement shall be effective only from the time that the Building is completed and the Leased Premises have been prepared and are ready for the occupancy of Tenant, which date shall be the date of commencement of the term of said lease. In such event, rental under said Lease Agreement shall not commence until said revised commencement date, and the stated term in said Lease Agreement shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term. When the Leased Premises are occupied by Tenant, Landlord and Tenant will, at the request of either, execute a declaration specifying the beginning date of the term of said Lease Agreement, the number of square feet of rentable area covered by this Lease and the amount of monthly rental to be paid therefor initially.

Rent

3. As base rental for the lease and use of said premises and the mail facility, Tenant will pay Landlord or Landlord's assigns, at the Building office, or at such other address as Landlord may from time to time designate, without demand and without deduction, abatement or set-off, the sum of $ 1,748.45 per month on the first day of each calendar month;

return to Elida 1/5/87

*In the event the County of Fort Bend purchases or acquires a building for Justice Court Precinct No. 3 use, the Landlord hereby agrees to waive the balance of the term of this Lease Agreement and all rents and charges for the balance of the term of this Lease Agreement.

monthly in advance, for each and every month in the term of this Lease, in lawful money of the United States. If the lease term does not commence on the first day of a calendar month, Tenant will pay in advance a prorata part of such sum as rental for such first partial month. The base rental may be adjusted for cost escalations as determined under paragraph 13. *

Use

4. Tenant will use the Leased Premises for the following purposes: Office

Tenant shall use the Leased Premises for no other purpose, without the prior written consent of Landlord.

Services to be Provided by Landlord

5. Subject to the rules and regulations hereinafter referred to, Landlord shall furnish Tenant, at Landlord's expense, the following services during the lease term:

A. Air conditioning and heating as reasonably required for comfortable use and occupancy under normal office conditions, from 7:00 A.M. to 7:00 P.M. Monday through Friday, and 7:00 A.M. to 2:00 P.M. Saturday, but not on Sundays, New Year's Day, July 4th, Labor Day, Thanksgiving, Christmas or other holidays observed by a majority of the Building's tenants from time to time.

B. Water for drinking, lavatory and toilet purpose.

C. Janitor service in and about the Leased Premises, five days per week, and periodic window washing.

C. Elevators for access to and egress from the Building floors on which the Leased Premises are situated.

E. Replacement of fluorescent lamps in ceiling mounted fixtures installed by Landlord as Building Standard, and electric current for standard Building lighting.

No interruption or malfunction of any such services shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or Building or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations hereunder (including the obligation to pay rent) or grant Tenant any right of set-off or recoupment. In the event of any such interruption, however, Landlord shall use reasonable diligence to restore such service.

Notwithstanding any other term or provision hereof, Tenant shall pay to Landlord, monthly, as billed such charges as may be separately metered or as Landlord's engineer may compute for any electric service utilized by Tenant for computers, data processing equipment or other electrical equipment (except typewriters, dictating equipment, adding machines and desk-top calculators) or extra lighting or other electrical service not standard for the Building.

Repair and Maintenance

6.A. Landlord will, at its own cost and expense, except as may be provided elsewhere herein, make necessary repairs of damage to the Building corridors, lobby, structural members of the Building, and equipment used to provide the services referred to in Paragraph 5, unless any such damage is caused by acts or omissions of Tenant, its agents, customers, employees or invitees, in which event Tenant will bear the cost of such repairs. Tenant will promptly give Landlord written notice of any damage in the Leased Premises requiring repair by Landlord, as aforesaid.

B. Tenant will not injure the Leased Premises or the Building but will maintain the Leased Premises in a clean, attractive condition and in good repair, except as to damage to be repaired by Landlord as provided above. Upon termination of this Lease, Tenant will surrender and deliver up the Leased Premises to Landlord in the same condition in which they existed at the commencement of the Lease, excepting only ordinary wear and tear and damage arising from any cause not required to be repaired by Tenant.

C. This Paragraph 6 shall not apply in the case of damage or destruction by fire or other casualty which is covered by insurance maintained by Landlord on the Building (as to which Paragraph 7 hereof shall apply), or damage resulting from an eminent domain taking as to which Paragraph 14 applies.

Fire or Other Casualty.

7.A. If at any time during the lease term, the Leased Premises or any portion of the Building shall be damaged or destroyed by fire or other casualty, then Landlord shall have the election to terminate the Lease or to repair and reconstruct the Leased Premises and Building to the condition in which they existed immediately prior to such damage or destruction.

B. In any of the aforesaid circumstances, rental shall abate proportionately during the period and to the extent that the Leased Premises are unfit for use by Tenant in the ordinary conduct of its business. If Landlord has elected to repair and restore the Leased Premises, this Lease shall continue in full force and effect and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortages of labor and/or material, acts of God, war or other conditions beyond Landlord's reasonable control. In the event that this Lease is terminated as herein permitted, Landlord shall refund to Tenant the prepaid rent (unaccrued as of the date of damage or destruction) less any sum then owing Landlord by Tenant. If Landlord has elected to repair and reconstruct the Leased Premises, then the lease term shall be extended by a period of time equal to the period of such repair and reconstruction.

Compliance with Laws and Reasonable Usage

8. Tenant, at its own expense: will comply with all Federal, State, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant; will not engage in any activity which would cause Landlord's fire and extended coverage insurance to be cancelled or the rate therefor increased (or, at Landlord's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to Landlord or to other tenants, or which might, in the exclusive judgment of Landlord, appreciably damage Landlord's good will or reputation, or tend to injure or depreciate the Building; will not commit or permit waste in the Leased Premises or Building; will comply with rules and regulations from time to time promulgated by Landlord, applicable to the Building; will not paint, erect or display any sign, advertisement, placard or lettering which is visible in the corridors or lobby of the Building without Landlord's prior approval.

Liability and Indemnity

9.A. Tenant agrees to indemnify and save Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any act or omission of Tenant or Tenant's agents, employees, contractors, customers, or invitees, or arising from any injury or damage to any person or the property of any person occurring

during the term of this Lease in or about the Leased Premises or Building. Tenant agrees to use and occupy the Leased Premises and other facilities of the Building at its own risk and hereby releases Landlord, its agents and employees, from all claims for any damage or injury to the full extent permitted by law.

B. No party shall have any right or claim against Landlord, its agents or employees, for bodily injury (fatal or non-fatal) or property damage (whether caused by negligence or the condition of the Leased Premises or the Building) by way or subrogation or assignment, Tenant hereby waiving and relinquishing any such right.

C. Tenant agrees that Landlord shall not be responsible or liable to Tenant, its employees, agents, customers or invitees, for bodily injury (fatal or non-fatal) or property damage occasioned by the acts or omissions of any other tenant or such tenant's employees, agents, customers or invitees within the Building.

Additions and Fixtures

10.A. Tenant will make no alteration, repair, or addition to the Leased Premises without the prior written consent of Landlord, which shall include the Landlord's approval of the contractor.

B. Tenant may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Building provided: (1) Such removal is made prior to the termination of the term of this Lease; (2) Tenant is not in default of any obligation or covenant under this Lease at the time of such removal; and (3) Tenant promptly repairs all damage caused by such removal. All other property at the Leased Premises and any alteration or addition to the Leased Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease, Tenant hereby waiving all rights to any payment or compensation therefor. If, however, Landlord so requests in writing, Tenant will, prior to termination of this Lease, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the Leased Premises and will repair any damage caused by such removal.

Assignment and Subletting

11. Tenant will not assign this Lease or sublease the premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest or grant any concession or license within the Leased Premises without the prior express written consent of the Landlord, and any attempt to do any of the foregoing without Landlord's consent shall be void. Notwithstanding any such consent, the undersigned Tenant will remain jointly and severally liable (along with each approved assignee or sublessee who shall automatically become liable for all obligations of Tenant hereunder) and Landlord shall be permitted to enforce the provisions of this instrument directly against the undersigned Tenant and/or any assignee or sublessee without proceeding in any way against any other person.

Subordination

12. This Lease and the rights of Tenant hereunder are subject and subordinate to any prior ground lease affecting the above described property on which the Building is situated (including renewals and extensions thereof). Tenant agrees with Landlord and with any mortgagee of any first mortgage and/or beneficiary of any first Deed of Trust now or hereafter a lien on the Building and/or the Leased Premises (Landlord's Mortgagee) that

any such Landlord's Mortgagee shall have the right at any time to elect, by a notice in writing given to Tenant, to make this Lease superior to such mortgage and/or Deed of Trust and upon the giving of such notice to Tenant, this Lease shall be deemed prior and superior to such mortgage and/or Deed of Trust in respect of which said notice was given; or any such Landlord's Mortgagee may, by like notice, make this Lease subordinate to such mortgage and/or Deed of Trust.

Tax, Insurance and Building Operating Costs Escalation

Adjustments to the Base Rental (see paragraph 3):

13. The base rental adjustment shall be calculated in accordance with the following factors:

A. Ad Valorem Tax Factor - the ad valorem tax factor for the building is stipulated to be $. per square foot.

B. Utilities Cost Factor - the utilities cost factor (gas, electricity, and water) for the building is stipulated to be $. per square foot.

C. Janitorial Cost Factor - the janitorial cost factor for the building is stipulated to be $. per square foot.

D. Operating Cost Factor - the operating expense factor shall be the actual cost of all expenses, costs and disbursements (but not replacement of capital investment items; general office expense of owner; specific costs especially billed to and paid by specific tenants; nor rental commissions) of every kind and nature which Lessor shall pay or become obligated to pay because of, or in connection with, the ownership and operation of the building, including but not limited to, the following:

1) Wages and salaries of all employees engaged in operation and maintenance of the Building and landscaping, including taxes, insurance and benefits relating thereto.

2) All supplies and materials used in operation and maintenance of the Building.

3) A reasonable management fee not to exceed 5% of gross income.

4) Cost of all maintenance and service agreements on equipment, including alarm service, window cleaning, elevator maintenance and landscaping.

5) Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.

6) Cost of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to tenants of the Building other than Lessee).

The Base Rental shall be adjusted upward or downward as provided below, except that in no case shall the Base Rental be reduced below the initially specified Base Rental:

E. Ad Valorem Tax Factor - If the actual Ad Valorem Tax Factor is greater than the above projected Ad Valorem Tax Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Ad Valorem Tax Factors times the number of square feet contained in the leased premises.

F. Utilities Cost Factor - If the actual Utilities Cost Factor is greater than the above projected Utilities Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Utilities Cost Factor times the number of square feet contained in the leased premises.

G. Janitorial Cost Factor - If the actual Janitorial Cost Factor is greater than the above projected Janitorial Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Janitorial Cost Factor times the number of square feet contained in the leased premises.

H. Operating Cost Factor - If the actual Operating Cost Factor is greater than the above projected Operating Cost Factor, the Base Rental will be adjusted by the amount the costs exceed the 1982 actual costs times the number of square-feet contained in the leased premises. The "Base Operating Expenses Rate" is stipulated to be $2.75 per square foot of net rentable area of the Premises on an annual basis.

I. Amounts payable under this Paragraph shall be due annually, within ten (10) days after Landlord submits to Tenant a bill or invoice therefor. *

Eminent Domain

14. If there shall be taken during the term of this Lease any part of the Leased Premises or Building, Landlord may elect to terminate this Lease or to continue same in effect. If Landlord elects to continue this Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises or Building resulting from such taking. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord. If this Lease should be terminated under any provision of this Paragraph 14, rental shall be payable up to date that possession is taken by the taking authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum then owing by Tenant to Landlord.

Access by Landlord

15. Landlord, its agents and employees, shall have access to and the right to enter upon the Leased Premises at any reasonable time to examine the condition thereof, to make any repairs required to be made by Landlord hereunder, to show the Leased Premises to

*The Base Rental paid monthly (see paragraph 3) may be increased at the discretion of Landlord by an amount equal to the prior year's adjustment to the Base Rental, divided by twelve (12). Such amounts paid monthly during a year shall be offset against the total adjustment to the Base Rental for the current year as determined at the end of the calendar year.

prospective purchasers or Building tenants and for any other purpose deemed reasonable by Landlord.

Landlord's Lien

16. To secure the payment of all rent due and to become due hereunder, and the faithful performance of all of the other covenants of this Lease required by Tenant to be performed, Tenant hereby gives to Landlord an express contract lien on and security interest in all property, chattels or merchandise which may be placed in the Leased Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of damage to or destruction of any such property. All exemption laws are hereby waived by Tenant. This lien and security interest are given in addition to the Landlord's statutory lien(s) and shall be cumulative thereto. This lien and security interest may be foreclosed with or without Court proceedings, by public or private sale, with or without notice, and Landlord shall have the right to become purchaser, upon being the highest bidder at such sale. Upon request of Landlord, Tenant agrees to execute Uniform Commercial Code financing statements relating to the aforesaid security interest.

Remedies

17.A. Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default";

(a) Failure or refusal by Tenant to timely pay rent or other payments hereunder;
(b) Failure to perform or observe any other covenant or condition of this Lease by Tenant to be performed or observed upon the expiration of a period of ten (10) days following written notice to Tenant of such failure;
(c) Abandonment or vacating of the Leased Premises or any significant portion thereof;
(d) The filing or execution or occurrence of: a petition in bankruptcy or other insolvency proceeding by or against Tenant; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of Tenant or any of Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of Tenant.

B. Upon the occurrence of any Event of Default, as enumerated above, Landlord may, at Landlord's option, in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

(a) Terminate this Lease, in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord;
(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease;
(c) Alter locks and other security devices at the Leased Premises.

C. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance or surrender of the premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized

or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Building. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

D. In the event Landlord elects to terminate the lease by reason of an Event of Default, then notwithstanding such Termination, Tenant shall be liable for and shall pay to Landlord, at Sugar Land Texas, the sum of all rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the then present value of the rent reserved hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Paragraph 2), less the then present value of the then fair rental value of the Leased Premises for such period; the undersigned parties here stipulating that such fair rental value shall in no event be deemed to exceed sixty percent (60%) of the then present value of the rent reserved for such period.

E. In the event that Landlord elects to repossess the premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at Sugar Land Texas, all rent and other indebtedness accrued to the date of such repossession, plus rent required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Paragraph 2, diminished by any net sums thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in Paragraph 17F). In no event shall Tenant be entitled to any excess of any rent obtained by re-letting over and above the rent herein reserved. Actions to collect amounts due by Tenant as provided in this Paragraph 17E may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

F. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, at Sugar Land Texas, in addition to any sum provided to be paid above; broker's fees incurred by Landlord in connection with re-letting the whole or any part of the premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorneys' fees (which shall not be less than 10% of all sums then owing by Tenant to Landlord). Past due rent and other past due payments shall bear interest from maturity at ten per cent (10%) per annum until paid.

G. In the event of termination of repossession of the premises for an Event of Default, Landlord shall not have any obligation to re-let or attempt to re-let the premises, or any portion thereof, or to collect rental after re-letting; and in the event of re-letting Landlord may re-let the whole or any portion of the premises for any period, to any tenant, and for any use and purpose.

H. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and

without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

I. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Building and not thereafter.

The term "Landlord" shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

Non-waiver

18. Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Leased Pemises shall not constitute an acceptance of surrender of the Leased Premises.

Holding Over

19. If Tenant should remain in possession of the Leased Premises after the expiration of the term of this Lease, without the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all the covenants and obligations of this Lease and at a daily rental of twice the per day rental provided hereunder, computed on the basis of a thirty (30) day month.

Notice

20. Any notice which may or shall be given under the terms of this Lease shall be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid, if for Landlord, to the Building office; or if for Tenant, to the Leased Premises. Such addresses may be changed from time to time by either party by giving notice as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent by mail).

Landlord's Mortgagee

21. If the Building and/or Leased Premises are at any time subject to a mortgage and/or mortgage and deed of trust, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's Mortgagee and Landlord's Mortgagee shall have the right (but no obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of 30 days, and Tenant will accept such

curative or remedial action (if any) taken by Landlord's Mortgagee, with the same effect as if such action had been taken by Landlord.

Tenant will, at such time or times as Landlord may request, sign a certificate stating: whether this lease is in full force and effect; whether any amendments or modifications exist; whether there are any defaults hereunder; and such other information and agreements as may be reasonably requested.

Entire Agreement and Binding Effect

22. This instrument _____

and any attached addenda or exhibits signed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment and subletting by Tenant.

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on this the 5 day of January, 19 87.

WITNESSES:

_____

_____

ADDRESS:

Dianne Wilson

County Clerk

~~ADDRESS~~:

V O V CORPORATION

BY: [signature]

LANDLORD

THE COUNTY OF FORT BEND

BY: Judie E. Stavinoha

TENANT

AS PER ORIGINAL

RULES AND REGULATIONS

1. Except with the prior written consent of the Landlord, no tenant shall sell or cause to be sold any items or services at retail in or from the demised premises, nor shall any tenant carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the demised premises for the service or accommodation of occupants of any portion of the building without written consent of the Landlord.

2. The sidewalks, halls, passageways, elevators and stairwells will not be obstructed by any of the tenants or used by them for any purpose other than for the ingress and egress to and from their respective premises.

3. All tenants shall adhere to and obey all such parking control measures as may be placed into effect by the Landlord through the use of signs, identifying decals or other instructions.

4. No moving companies shall be used for the purpose of moving furnishings in or out of the premises unless they are licensed commercial movers and are both bonded and insured.

5. Any electric wiring that the tenant desires to introduce into his premises must be connected as directed by the Landlord. No boring or cutting for wires will be allowed except with a specific consent of the Landlord. The location of telephones, electrical appliances, call boxes, intercoms and so forth shall be prescribed by the Landlord.

6. The tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the premises, nor store goods, wares or merchandise on the premises.

7. All freight must be moved into, within and out of the building under the supervision of the Landlord and according to such regulations as may be posted in the building office. All moving of furniture or equipment into or out of the building by the tenant shall be done at such time and in such manner as directed by the Landlord or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the building or in any elevator during such hours as are normally considered rush hours to an office building... i.e. morning rush hours, noon rush hours and evening rush hours.

8. Requirements of the tenant for building services, maintenance or repair shall be attended to only upon application to the office of the building. Employees of the building are not permitted to perform any work nor to do anything outside of their regular duties unless under special instructions from the office of the building. No employees of the building shall admit any person, tenant or otherwise, to any office, without specific instructions from the office of the building.

9. The tenant shall not change locks or install other locks on doors without the written consent of the Landlord.

10. The tenant shall give prompt notice to the building of any accidents to or defects in plumbing, electrical fixtures or heating apparatus so that the same may be attended to properly.

11. No safes or other objects larger or heavier than the freight elevators of the building are limited to carry shall be brought into or installed on the demised premises. The Landlord shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by the Landlord, be required to be supported by such additional materials placed on the floor as the Landlord may direct, and at the expense of the tenant. In no event can these items exceed a weight of 50 pounds per square foot of floor space utilized.

12. No person or persons other than those approved by the Landlord will be permitted to enter the building for purposes of cleaning, maintenance, construction or painting.

13. Tenant shall not permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying of a lighted cigar or cigarette in the elevators of the building is prohibited.

14. No cooking shall be done or permitted by any tenant on the demised premises nor shall offices of the building be used, nor any part thereof permitted to be used for lodging.

15. Each tenant upon the termination of the tenancy shall deliver to the Landlord all the keys of the offices, rooms and toilet rooms which have been furnished to the tenant.

16. No tenant shall lay floor covering so that the same shall be affixed to the demised premises in any manner by paste or other material, except that which may easily be removed with water. The use of cement or other similar adhesive materials is expressly prohibited. Landlord shall have no obligation to repair, restretch, or replace carpeting, but will spot clean and sweep carpeting as part of any janitorial services required to be furnished by Landlord under the lease.

17. On Sundays, holidays (legal) and on other days during certain hours for which the building may be closed after normal business hours, access to the building or to the halls, corridors, elevators, stairwells will be controlled by the Landlord through the use of a building watchman. This watchman will have the right to demand of any and all persons seeking access to the building proper identification to determine if they have rights of access to the premises. The Landlord shall, in no case, be liable for damages wherein admission to the building has not been granted during abnormal hours by reason of a tenant failing to properly identify himself to the watchman, or through the failure of the building to be unlocked and open for access by the tenant, tenant's employees and general public.

18. Tenants shall see that doors of the premises are closed and securely locked before leaving the building and must observe strict care not to leave such doors and so forth open and exposed to the weather or other elements, and each tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before the tenant or the tenant's employees leave the building, and that all electricity, gas and air conditioning shall likewise be carefully shut off, so as to prevent waste or damage, where controlled by tenant. All doors opening onto public corridors are to be closed and remain closed at all times.

19. Janitorial services shall be provided five days per week in and about the premises, and in no case shall such services be provided on Saturdays, Sundays and holidays (legal). Tenants shall not cause unnecessary labor by reason of carelessness or indifference in the preservation of good order and cleanliness.

20. Canvassing, soliciting and peddling in the building are prohibited. Tenants shall cooperate to prevent the same.

21. Nails, screws or picture hangers shall not be driven into the walls or wood finish of the rooms for any purpose whatsoever.

22. The Landlord reserves the right, at any time, to rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from

time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of order therein.

ACCEPTED:

V O V CORPORATION

BY

Landlord

THE COUNTY OF FORT BEND

BY

Tenant

Jodie E. Stavinoha, County Judge

Attest:

FILED

'87 JAN -6 P4:28

COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

JAN 8 1987

County Clerk, Fort Bend Co., Tex.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

8701324 1910 451

LEASE RENEWAL AGREEMENT

GROVER J. GEISELMAN, III, hereinafter referred to as "Lessor", for and in consideration of the agreements of FORT BEND COUNTY, hereinafter referred to as "Lessee", hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 400 South Sixth Street, Richmond, Fort Bend County, Texas, more specifically described on the lease agreement executed by the parties on the 19th day of September, 1985, a copy of which is attached hereto and made a part hereof for all purposes.

WHEREAS, A Lease Agreement was executed by and between the parties herein on September 19, 1985, for a term of one year beginning October 1, 1985, and ending January 1, 1987; and

WHEREAS, the parties hereto desire to renew and extend the current lease for one additional year; and

WHEREAS, it is the desire of the parties hereto by the execution of this document to renew and extend the current Lease Agreement between FORT BEND COUNTY and GROVER J. GEISELMAN, III for a period ending December 31, 1987.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein:

Lessee agrees to pay rent for the said premises in the sum of Eleven Hundred Dollars ($1,100.00) per month, payable on the first day of each month during the term of the Lease, and Lessor agrees to lease said premises at the stated amount.

It is agreed and understood between the parties that all the terms in the attached lease Agreement are incorporated herein and made a part hereof for all purposes and are in full force and effect. It is further understood and agreed between the parties that in addition to the terms in the said Lease Agreement, the following term is in addition to and incorporated in said Agreement, to-wit:

1910 452

The terms of this Lease Agreement are for one year and terminating on the 31st day of December, 1987, provided, however, in the event that Fort Bend County, Texas, acquires or builds a Fort Bend County Annex wherein the County offices in said premises may be relocated during the term of this lease, this lease may be terminated at any time thereafter, upon thirty (30) days written notice to the Lessor at no further penalty to Lessee.

EXECUTED this 5 day of January, 1987.

FORT BEND COUNTY

By: Jodie E. Stavinoha

Jodie E. Stavinoha

Title: County Judge

Date: 1-5-87

"Lessee"

Grover J. Geiselmann III

GROVER J. GEISELMANN, III

Date: December 26, 1986

"Lessor"

SWORN AND SUBSCRIBED UNTO ME, THIS THE 5th DAY OF JANUARY, 1987

Sharon A. Chapman

SHARON A. CHAPMAN
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON 4-6-87

00737

TEXAS ASSOCIATION OF REALTORS® 0032

COMMERCIAL LEASE

1910 453 AS PER ORIGINAL

This lease agreement is made and entered into by and between Grover J. ~~Gieselman~~ Geiselman, III (Landlord) and Fort Bend County ~~(District Attorney Off.~~ (Tenant) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain property with the improvements thereon, containing approximately -- square feet, hereinafter called the "leased premises", known as 400 South Sixth Street (Address) lot 's 8,9,10,11 and 20 feet of lot 12 (Address) ~~lot~~ --------, Block 90, _____ Addition, City of Richmond, Fort Bend County, Texas; or as more particularly described below or on attached exhibit:

The primary term of this lease shall be 15 months commencing on the 1st day of October, 19 85, and ending on the 1st day of January, 19 87, upon the following terms, conditions, and covenants:

1. TAXES. Each year during the term of this lease, Landlord shall pay real estate taxes assessed against the leased premises in an amount equal to the total real estate taxes assessed against the leased premises in the base year. ~~Each year during the term of this lease, Tenant shall pay as additional rental, upon receipt of a statement from Landlord together with tax statements or other verification from the proper taxing authority, his pro rata share of any increase in real estate taxes over the base year on the property of which the leased premises is a part. Any increase in real estate taxes for a fractional year shall be prorated. The base year shall be~~ 1984 Taxes.

2. UTILITIES. Tenant shall pay all charges for utility services to the leased premises except for --------, which shall be paid by the Landlord.

3. HOLDING OVER. Failure of Tenant to surrender the leased premises at the expiration of the lease constitutes a holding over which shall be construed as a tenancy from month to month at a rental of $ 1,100.00 per month.

4. RENT. Tenant agrees to and shall pay Landlord at 12603 S.W. Freeway Suite #395 Stafford, Tx 77477, County of Fort Bend, Texas, or at such other place Landlord shall designate from time to time in writing, as rent for the leased premises, the total sum of $ 16,500.00, payable without demand in equal monthly payments of $ 1,100.00 each in advance on or before the 1st day of each month, commencing on 10/1, 19 85, and continuing thereafter until the total sum shall be paid. Adjustment to the rent, if any, for rent escalators, for percentage of net rent, or for increases in building operation costs (including but not limited to insurance, custodial services, maintenance and utilities) shall be as set forth in an attached addendum. Rent received after the first day of the month shall be deemed delinquent. If rent is not received by Landlord by the 10th of each month, Tenant shall pay a late charge of $ 25.00 plus a penalty of $ -- per day until rent is received in full. Tenant shall pay $ -- for each returned check.

5. USE. Tenant shall use the leased premises for the following purpose and no other: ~~Offices for the District~~ Attorney of Fort Bend County and any other purposes that may be decided by the Commissioner's Court of Fort Bend County.

6. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit in the sum of $ 1,100.00, payable on or before the commencement of this lease for Tenant's faithful performance hereunder. Refund thereof shall be made upon performance of this lease agreement by Tenant, minus any assessments or damages unless Landlord and Tenant provide otherwise in Special Provisions.

7. INSURANCE. Owner shall pay for fire and extended coverage insurance on the buildings and other improvements on the leased premises in an amount not less than $ 160,000.00, which amount shall be increased yearly in proportion to the increase in market value of the premises. ~~If Landlord provides any insurance herein, Tenant shall pay to Landlord, during the term hereof, the amount of any increase in premiums for the insurance required over and above such premiums paid during the first year of this lease. Tenant shall provide public liability and property damage insurance for its business operations on the leased premises in the amount of $ _____ which policy shall cover the Landlord as well as the Tenant. Said insurance policies required to be provided by Tenant herein shall name Landlord as an insured and shall be issued by an insurance company approved by Landlord. Tenant shall provide Landlord with certificates of insurance evidencing the coverage required herein. Tenant shall be solely responsible for fire and casualty insurance on Tenant's property on or about the leased premises. If Tenant does not maintain such insurance in full force and effect, Landlord may notify Tenant of such failure and if Tenant does not deliver to Landlord within 14 days after such notice certification showing all such insurance to be in full force and effect, Landlord may at his option, take out the necessary insurance to comply with the provision hereof and pay the premiums on the items specified in such notice, and Tenant covenants thereupon on demand to reimburse and pay Landlord any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the rate of 10 percent per annum from the date of such payment by Landlord until repaid by Tenant.~~ 15 days after receipt of Landlord's annual statement. Calendar

8. CONDITION OF PREMISES. Tenant has examined and accepts the leased premises in its present as is condition as suitable for the purposes for which the same are leased, and does hereby accept the leased premises regardless of reasonable deterioration between the date of this lease and the date Tenant begins occupying the leased premises unless Landlord and Tenant agree to repairs or refurbishment as noted in Special Provisions.

9. MAINTENANCE AND REPAIRS. Landlord shall keep the foundation, the exterior walls (except glass; windows; doors; door closure devices, window and door frames, molding, locks, and hardware; and interior painting or other treatment of exterior walls), and the roof of the leased premises in good repair except that Landlord shall not be required to make any repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees and concessionaires. ~~Lessee is responsible for maintenance of the common area and common area equipment.~~ If Landlord is responsible for any such repair and maintenance, Tenant agrees to give Landlord written notice of needed repairs. Landlord shall make such repairs within a reasonable time. Tenant shall notify Landlord immediately of any emergency repairs. Tenant shall keep the leased premises in good, clean condition and shall at its sole cost and expense, make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under this section. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord, Landlord may at its option make

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such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs plus interest. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, reasonable wear and tear excepted.

10. ALTERATIONS. All alterations, additions and improvements, except trade fixtures, installed at expense of Tenant shall become the property of Landlord and shall remain upon and be surrendered with the leased premises as a part thereof at termination of this lease. Such alterations, additions, and improvements may only be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld. If consent is granted for the making of improvements or alterations to the leased premises, such improvements and alterations shall not commence until Tenant has furnished to Landlord a certificate of insurance showing coverage in an amount satisfactory to Landlord protecting Landlord from liability for injury to any person and damage to any personal property, on or off the leased premises, in connection with the making of such improvements or alterations. No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by Tenant without prior written permission of Landlord. If such permission is granted, such work or installation shall be done at Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the cooling tower, equipment or structure at Tenant's expense and repair at Tenant's expense any damage resulting from such removal or reinstallation. Upon termination of this lease, Tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by Landlord. Tenant shall promptly repair at its expense any damages resulting from such removal. At the termination of this lease, Tenant shall deliver the leased premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of trade fixtures shall be repaired at Tenant's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by Tenant shall be made in good and workmanlike manner.

11. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the leased premises. Tenant and Tenant's agents, employees and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the leased premises as required by Landlord. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased premises, provided same are in writing and are not in conflict with this lease.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease nor sublet the leased premises or any interest therein without first obtaining the written consent of Landlord. An assignment or subletting without the written consent of Landlord shall be void and shall, at the option of Landlord, terminate this lease.

13. DESTRUCTION. In the event the leased premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Tenant shall give immediate notice to Landlord. Landlord may repair the damage and restore the leased premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at Landlord's expense unless due to Tenant's negligence. Landlord shall allow Tenant a fair reduction of rent during the time the leased premises are partially unfit for occupancy. If the leased premises are totally destroyed or deemed by the Landlord to be rendered unfit for occupancy by fire or other casualty, or if Landlord shall decide not to repair or rebuild, this lease shall terminate and the rent shall be paid to the time of such casualty.

14. TENANT DEFAULT. If Tenant abandons the premises or otherwise defaults in the performance of any obligations or covenants herein, Landlord may enforce the performance of this lease in any manner provided by law. This lease may be terminated at Landlord's discretion if such abandonment or default continues for a period of 10 days after Landlord notifies Tenant of such abandonment or default and of Landlord's intention to declare this lease terminated. Such notice shall be sent by Landlord to Tenant at the leased premises by certified mail or otherwise. If Tenant has not completely removed or cured default within the 10 day period, this lease shall terminate. Thereafter, Landlord or its agents shall have the right, without further notice or demand, to enter the leased premises and remove all persons and property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of the rental from paragraph 4 herein, shall become due and payable.

15. LIEN. Landlord is granted an express contractual lien, in addition to any lien provided by law, and a security interest in all property of Tenant found on the leased premises to secure the compliance by Tenant with all terms of this lease. In the event of default, Landlord or its agents may peaceably enter the leased premises and remove all property and dispose of same as Landlord shall see fit.

16. SUBORDINATION. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of Trust, or other lien hereafter placed on the demised premised and Tenant agrees on demand to execute such further instruments subordinating this lease as Landlord may request, provided such subordination shall be on the express condition that this lease shall be recognized by the mortgagee, and the rights of Tenant shall remain in full force and effect during the term of this lease so long as Tenant shall continue to perform all of the covenants and conditions of this lease.

17. INDEMNITY. Landlord and its employees and agents shall not be liable to Tenant or to Tenant's employees, patrons, visitors, invitees, or any other persons for any injury to any such persons or for any damage to personal property caused by an act, omission, or neglect of Tenant or Tenant's agents or of any other tenant of the premises of which the leased premises is a part. Tenant agrees to indemnify and hold Landlord and its employees and agents harmless from any and all claims for such injury and damages, whether the injury occurs on or off the leased premises.

18. SIGNS. Tenant shall not post or paint any signs at, on, or about the leased premises or paint the exterior walls of the building except with the prior written consent of the Landlord. Landlord shall have the right to remove any sign or signs in order to maintain the leased premises or to make any repairs or alterations thereto.

19. TENANT BANKRUPTCY. If Tenant becomes bankrupt or makes voluntary assignment for the benefit of creditors or if a receiver is appointed for Tenant, Landlord may terminate this lease by giving five (5) days written notice to Tenant of Landlord's intention to do so.

20. CONDEMNATION. If the whole or any substantial part of the leased premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or should the leased premises be sold to a condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of the lease effective from the date of the physical taking of the leased premises.

21. BROKERS: If Myska Real Est., Inc. Broker and Myska Real Est., Inc. Broker, as Real Estate Broker (the Broker), has negotiated this lease and Landlord agrees to pay Broker in Fort Bend County, Texas, upon commencement of this lease a negotiated fee of $ _____ or 1/12 % of the total rental provided for in this lease to be divided as follows: Total commission paid to Myska Real Estate, Inc. In the event this lease is extended, expanded or renewed, Landlord agrees to pay Broker an additional negotiated fee of $ _____ or 1/12 % of the total rental for such extension, expansion or renewal period payable at the time of commencement of such extension, expansion or renewal said fee to be divided as follows: Total commission paid to Myska Real Estate, Inc. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this lease excepting only Myska Real Estate, Inc. and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. If Tenant during the term of this Lease, or any

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extension, expansion or renewal period thereof, or within 90 days of the expiration of this Lease, or any extension, expansion or renewal period thereof, purchases the property herein leased, Landlord agrees to pay Broker, Myska Real Estate, Inc. in Fort Bend County, Texas, a negotiated fee of $ — — or 6 % of the sales price upon closing of the sale of this property.

22. NOTICES. Notices to Tenant shall be by certified mail or other delivery to the leased premises. Notices to Landlord shall be by certified mail to the place where rent is payable.

23. DEFAULT BY LANDLORD. In the event of breach by Landlord of any covenant, warranty, term or obligation of this lease, then Landlord's failure to cure same or commence a good faith effort to cure same within 10 days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant either to terminate this lease or cure the default and make the necessary repairs and any expense incurred by Tenant shall be reimbursed by the Landlord after reasonable notice of the repairs and expenses incurred. If any utility services furnished by Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests, and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

24. SIGNS. During the last 30 days of this lease, a "For Sale" sign and/or a "For Lease" sign may be displayed on the leased premises and the leased premises may be shown at reasonable times to prospective purchasers or tenants.

25. RIGHT OF ENTRY. Landlord shall have the right during normal business hours to enter the demised premises; a) to inspect the general condition and state of repair thereof, b) to make repairs required or permitted under this lease, or c) for any other reasonable purpose.

26. WAIVER OF BREACH. The waiver by Landlord of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

27. TIME OF ESSENCE. Time is expressly declared to be of the essence in this lease.

28. BINDING OF HEIRS AND ASSIGNS. Subject to the provisions of this lease pertaining to assignment of the Tenant's interest, all provisions of this lease shall extend to and bind, or inure to the benefit not only of the parties to this lease but to each and every one of the heirs, executors, representatives, successors, and assigns of Landlord or Tenant.

29. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

30. TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the laws of the State of Texas.

31. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. PRIOR AGREEMENTS SUPERCEDED. This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

33. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

34. ATTORNEY'S FEES. Any signatory to this lease agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this lease agreement or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including deposition, travel and witness costs, from the nonprevailing party.

35. SPECIAL PROVISIONS (This section to include additional factual data not included above.)

1. Upon completion, Lessee to have first option to renew this lease. Should Lessee in the second year sign a one years lease; Lessee may do so with the option to terminate lease any time during the year that Lessee's new offices are completed.
2. Lessee to be responsible for lawn care and landscape maintenance.
3. Lessee must obtain general liability insurance in the amount not less than $300,000.00 and have lessor named as additional insured.

EXECUTED this 19th day of September, 19 85.

TENANT or TENANTS

[signature]

LANDLORD

[signature]

GROVER J. ~~GIESELMAN~~ GEISELMAN, III

REAL ESTATE BROKER

MYSKA REAL ESTATE, INC. 305444
LICENSE NO

By
JEANETTE HEARN

REAL ESTATE BROKER

MYSKA REAL ESTATE, INC. 305444
LICENSE NO

By
PAT SHIRK

[illegible]

(LAB 006) 1/85

December 27, 1986

County Judge Stavinoha
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha,

Please let this letter serve as a formal request to place Maxson Barnett on the Commissioners Court agenda, Monday January 5, 1987 to bring a resolution before Commissioners Court to recognize the third Monday in January as Dr. Martin Luther King Jr. day, a county Holiday.

Respectfully Yours,

Maxson Barnett

Maxson Barnett

438-3852

RECEIVED
DEC 30 1986
COUNTY JUDGE

"RESOLUTION"

WHEREAS, on November 2, 1983, the President of the United States signed the bill that established the third Monday of January as Martin Luther King Jr. day.

WHEREAS, the third Monday of January has been declared a National holiday by the United States Congress and the American people in the recognition of the birthday of Dr. Martin Luther King Jr.

WHEREAS, the National thirty one (31) member holiday commission choose the theme of love and reconciliation.

WHEREAS, Dr. Martin Luther King Jr., never lost sight of struggle of freedom, justice and opportunity for all.

WHEREAS, Dr. Martin Luther King Jr.'s dream was to insure political and economic equality for all.

WHEREAS, Dr. Martin Luther King Jr. worked to rid the International, National and Local Communities of barriers which divide them and advocated the spirit of peace.

THEREFORE BE IT RESOLVED: that Fort Bend County affirms its recognition for freedom, justice and opportunity for all its citizens.

BE IT FURTHER RESOLVED: that the Fort Bend County Commissioners Court, Fort Bend County Democrats and Fort Bend County Republicans declare the third Monday of January, Martin Luther King Day, a county holiday.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Needville Independent School District, hereinafter referred to as "District".

WHEREAS County and District entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the District and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the District has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and District for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 17 day of Dec, 1986.

NEEDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
CHAIRMAN OF TRUSTEES

ATTEST:

_____
SECRETARY

SIGNED this 5 day of January, 1987.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
NEEDVILLE INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Needville Independent School District, hereinafter referred to as "District".

WHEREAS, the District desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

WHEREAS, the governing body of the District has duly authorized this agreement;

WHEREAS, the County desires to assist the District in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of said District;

WHEREAS, the governing body of said County has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.

2. The letter from the Superintendent of the District shall set forth the following:

   a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.

c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the District agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.

6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 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 18 day of December, 1985.

Needville Independent School District

Chairman of Trustees

ATTEST:

Secretary

SIGNED this 13 day of January, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

8701126 1909 2320

LEASE AGREEMENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:

This agreement made this the 1st day of January, A.D. 1987, by and between LIBERTY STREET PARTNERSHIP, of Fort Bend County, Texas, hereinafter referred to as LESSOR, and FORT BEND COUNTY, TEXAS, hereinafter referred to as LESSEE.

This lease shall cover the "building" located at 405 Liberty Street in Richmond, Texas.

This lease is for a term of two (2) years beginning on the 1st day of January, A.D. 1987, and ending the 31st day of December, A.D. 1988, to be occupied for office purposes, and paying the sum of One Thousand Dollars ($1,000.00), payable in monthly payments beginning on January 1, 1987, and a like payment shall be due and payable on the same day of each succeeding calendar month thereafter until the expiration of this lease, provided however, in the event that the property is not ready for possession on January 1, 1987, the first month's rent shall be pro rated for the actual time of possession by Lessee. The LESSEE may renew said Lease on said property for a like period at the end of said term at a price to be negotiated between the LESSOR and LESSEE.

This Lease is subject to the following conditions and covenants as follows:

1. That the Lessee pay the rent and serve any notice at 909 Fifth Street, Rosenberg, Texas 77471, payable monthly in advance as aforesaid, as the same shall fall due, unless Lessee is notified in writing of any change of address.

2. That Lessee is to arrange and pay for all utilities used by Lessee under the terms of this Lease.

3. That the Lessor shall pay all school, city and county taxes during the term of said Lease that are levied against said property. Lessor shall maintain insurance on all permanent buildings on said described property.

1909 2321

4. The terms of this Lease Agreement are for two (2) years as hereinabove provided, however, in the event that Fort Bend County, Texas acquires or builds a Fort Bend County Annex, wherein the offices of the governmental entities using premises made the subject of this lease may be relocated during the terms of this lease, this lease may be terminated at any time thereafter upon thirty (30) days written notice to the Lessor at no further penalty to Lessee.

This agreement, lease and contract, shall be binding upon the parties hereto, their heirs, successors, legal representatives and assigns.

Executed in duplicate, this the 5 day of January, A.D. 19 87.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, County Judge

LIBERTY STREET PARTNERSHIP

JAMES H. SUCHMA

Frank N. Schodek

FRANKLIN SCHODEK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Jodie E. Stavinoha, County Judge, Representative for Fort Bend County, Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of Jan, A.D. 19 87.

Sharon A. Chapman

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 4-6-87

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared JAMES H. SUCHMA, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of December, A.D. 1986.

Diana Bezecny
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Diana Bezecny
Notary Public State of Texas
Commission Expires 7-26-89

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared FRANKLIN SCHODEK, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31 day of December, A.D. 1986.

Sharon A. Chrisman
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Diana Bezecny
Notary Public State of Texas
Commission Expires 7-26-89

My Commission Expires: 4-6-87

FILED

'87 JAN -8 A8:20

Jeanne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on.

JAN 12 1987

Jeanne Wilson
County Clerk, Fort Bend Co., Tex.

11. MR. DEL AUSTIN, RE: EASTER SEALS CAMPAIGN:

Del Austin discussed the 1987 Easter Seal Campaign.

12. APPROVE OFFICIAL BONDS FOR SEVERAL ELECTED OFFICIALS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve official bonds for the following elected officials: (Recorded in minutes in full)

Thomas R. Culver, Court-at-Law #1
Kathy Hynson, Treasurer
Jodie Stavinoha, Co. Judge
Ben Denham, Comm. Precinct #2
Gary Geick, Justice of Peace #1
Sam Dick, District Attorney
George Molina, Justice of Peace #2, Place 1
Marsha Gaines, Tax A/C
Jim Adolphus, Justice of Peace #4
Walter McMeans, Court-at-Law #2
Dianne Wilson, County Clerk
Robert Stahl, Justice of Peace #3
Glory Ketelers, District Clerk
Charles Michulka, Inspector of Hides & Animals

13. RECOGNIZE BEQUEST FROM THE ESTATE OF MARJORIE WINSTON BAILEY TO THE FORT BEND COUNTY LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept $25,000 from the estate of Marjorie Winston Bailey to be used at George Memorial Library.

14. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VARIOUS SURROUNDING COUNTIES FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve interlocal agreements with CALHOUN COUNTY, WHARTON COUNTY, VICTORIA COUNTY, AUSTIN COUNTY and COLORADO COUNTY at $55.00 per day per juvenile for the housing of juveniles. (Recorded in minutes in full)

15. CONSIDER APPROVING COST CONTAINMENT RECOMMENDATIONS FOR COUNTY EMPLOYEES:

Postponed

16. ACCEPT A SIGNED STATEMENT FROM COUNTY PURCHASING AGENT AS TO THE EXISTENCE OF ONLY ONE SOURCE FOR THE RENTING OF CANON 9030 LASER COPIER, AND ORDER THE GRANTING OF AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF SECTION 3, ART. 2368a.5, V.A.T.S.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to grant exemption and accept a signed statement from County Purchasing Agent as to the existence of only one source for the renting of Canon 9030 Laser Copier. (Recorded in minutes in full)

17. 10:00 A.M.- HOLD PUBLIC HEARING FOR WESTMOOR DRIVE REALIGNMENT, WEST OAKS VILLAGE SUBDIVISION IN PRECINCT 3:

Nick Ozuna representing developers discussed the realignment of Westmoor Dr.

No public opposition.
Court action at a later date.

18. TRANSFER FUNDS FROM CONTINGENCY FUND TO INDIVIDUAL DEPARTMENT BUDGETS FOR JOB CLASSIFICATION CHANGES:
Postponed

12

Texas

00751

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF- 12744460

That we, Charles L. Michulka, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Fort Bend County - Inspector of Hides & Animals, his successors in office, in the sum of[2] One Thousand Dollars and no/100---------- ($ 1,000.00) DOLLARS,

(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of November, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly Elected (Elected-Appointed) to the office of Inspector of Hides and ~~Animals~~ for a term of 4 years beginning the 5th day of January 19 87 and ending the 5th day of January 1991, in and for[3] Fort Bend County County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect

x Chas. L. Michulka
Principal

WESTERN SURETY COMPANY

By J. A. Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, _____ on this day, personally appeared CHAS L. MICHULKA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at STAFFORD FT. BEND COUNTY, Texas, this _____ day of NOV, 19 86

Nelda Tosh
Nelda Tosh
My commission expires 10-29-90
Fort Bend County, Texas

SEAL

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 — 8 84

Texas

00752

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of FORT BEND } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 18052327

That we, ROBERT STAHL, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] FORT BEND COUNTY JUDGE, ~~PRECINCT #3~~, his successors in office, in the sum of[2] ONE THOUSAND AND NO/100 ($ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of OCTOBER, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 04th day of November, 19 86, duly Elected (Elected-Appointed) to the office of JUSTICE OF THE PEACE, Pct 3 and for [3] FORT BEND County, State of Texas, for a term of FOUR years commencing on the 1st day of JANUARY, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4]

PROMPTLY PAY OVER TO THE PARTY ENTITLED TO RECEIVE IT, ALL MONEYS THAT MAY COME INTO HIS HANDS DURING HIS TERM OF OFFICE

then this obligation to be void, otherwise to remain in full force and effect.

Robert Stahl
Principal

WESTERN SURETY COMPANY

By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort BEND } ss

Before me, BETTY KALINOWSKI on this day, personally appeared Robert Stahl, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at SUGAR LAND, Texas, this 05th day of December, 1986.

Betty Kalinowski
FORT BEND County, Texas

SEAL

BETTY KALINOWSKI
Notary Public, State of Texas
Commission Expires 5-25-88

862A--7-80

Texas

00753
0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 18052330

That we, Dianne Wilson, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Governor Of Texas, his successors in office, in the sum of[2] Five Thousand And No/100----- ($ 5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19___, duly Elected (Elected-Appointed) to the office of County Clerk in and for[3] Fort Bend County, State of Texas, for a term of Four years commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] For the safekeeping of the records and the faithful discharge of the duties of her office, and further conditioned that said clerk will pay over to her county all moneys illegally paid to her out of the county funds, as voluntary payments or otherwise."

then this obligation to be void, otherwise to remain in full force and effect.

Dianne Wilson
Principal

WESTERN SURETY COMPANY

By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, Norma J. Landry, a Notary Public on this day, personally appeared Dianne Wilson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at RICHMOND, Texas, this 8th day of DECEMBER, 19 86.

Norma J. Landry
NORMA J LANDRY, NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES 1-21-89

SEAL

_____ County, Texas

862A--7-80

Texas

00754

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of FORT BEND } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF- 12744461

That we, WALTER MCMEANS, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] FORT BEND COUNTY TREASURER, his successors in office, in the sum of[2] TEN THOUSAND AND NO/100----------($ 10,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 11th day of December, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly Elected (Elected-Appointed) to the office of JUDGE, COUNTY COURT OF LAW #2 for a term of 4 years beginning the 1st day of JANUARY 19 87 and ending the 31st day of DECEMBER 1990, in and for[3] FORT BEND County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~[4]

then this obligation to be void, otherwise to remain in full force and effect

x Walter S. McMeans
Principal

WESTERN SURETY COMPANY

By Joe Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, Jennie Zoe Switzer on this day, personally appeared WALTER S. McMEANS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Sugar Land, Fort Bend County, Texas, this 16th day of December, 1986.

Jennie Zoe Switzer
JENNIE ZOE SWITZER 3/31/89

SEAL

Fort Bend County, Texas

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 — 8-84

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

00755

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12385776

That we, James C. Adolphus, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Fort Bend County Judge, his successors in office, in the sum of[2] One Thousand And No/100---- ($ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19___, duly Elected (Elected-Appointed) to the office of Justice Of The Peace in and for[3] Fort Bend County, State of Texas, for a term of Four year s commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."

then this obligation to be void, otherwise to remain in full force and effect.

James C. Adolphus
Principal

WESTERN SURETY COMPANY

By Joe P. Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, Norma J. Landry, a Notary Public on this day, personally appeared James C. Adolphus, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 31st day of December, 19 86.

Norma J. Landry
FORT BEND County, Texas

SEAL

862A—7-80

NORMA J. LANDRY, NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES 1-21-89

CONTINUATION CERTIFICATE

(to be filed with the obligee)

00756

0032

BOND NO.	AMOUNT	OBLIGEE	DESCRIPTION
TX 15052	10,000	COUNTY TREASURER	JUDGE, COUNTY

The MERCHANTS BONDING COMPANY (MUTUAL), Des Moines, Iowa, hereby continues in force Bond for

JODIE EDWARD STAVINOHA
PRINCIPAL

DBA

All liability under this Continuation Certificate is effective 12/31/86 and terminates midnight 12/31/88

This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.

Witness the signature of its Secretary under the corporate seal on 10/01/86

MERCHANTS BONDING COMPANY (MUTUAL)

Attest:

W H Brundage
Secretary

W W Warner
President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Article 2, Section 6b of the Amended and Substituted By-laws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: "The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

W H Brundage
Secretary

Witnessed to and subscribed by me on 10/01/86

Beverly R. Groff
Notary Public, Iowa

MERCHANTS BONDING COMPANY (MUTUAL)
"Iowa's Oldest Surety Company"

Texas

00757
0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 18055445

That we, Bennett Glen Denham, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Fort Bend County Treasurer, his successors in office, in the sum of[2] Five Thousand And No/100--- ($ 5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19___, duly Elected (Elected-Appointed) to the office of County Commissioner in and for[3] Fort Bend County, State of Texas, for a term of Four years commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] Pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."

then this obligation to be void, otherwise to remain in full force and effect.

Bennett Glen Denham
Principal

WESTERN SURETY COMPANY

By Joe P. Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Lillie Richter on this day, personally appeared Bennett Glen Denham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 12 day of December, 1986.

Lillie Richter

SEAL

Fort Bend County, Texas

LILLIE RICHTER
Notary Public, State of Texas
My Commission Expires 7-7-87

862A—7-80

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

PUBLIC OFFICIAL DIVISION

12

BOND NO. RN 4570502

THE HARTFORD

00758

0032

OFFICIAL BOND

Know All Men By These Presents, That we, MARSHA GAINES

of RICHMOND in the State of TEXAS as Principal,

and the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the Laws of the State of NEW JERSEY, and authorized to become sole surety on bonds in the State of TEXAS, as Surety, are held and firmly bound

unto COUNTY JUDGE, FORT BEND

in the State of TEXAS, in the full and just sum

of ONE HUNDRED THOUSAND AND NO/100 Dollars ($ 100,000.00) lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 24TH day of OCTOBER A.D. 19 86

Whereas, the said MARSHA GAINES

has been duly elected or appointed to the office of TAX ASSESSOR-COLLECTOR

in and for the COUNTY JUDGE, FORT BEND

for the term beginning on the 1ST day of JANUARY ,19 87

and ending on the 1ST day of JANUARY ,19 88

Now, Therefore, The Condition of the Above Obligation is Such, that if the above bounden

MARSHA GAINES shall, during the aforesaid term, faithfully and truly perform all the duties of his office and shall pay over and account for all funds coming into his hands by virtue of TAX ASSESSOR-COLLECTOR

his said office of

as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

In Witness Whereof, the said Principal has hereunto set his hand and seal, and the said HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its officers proper for the purpose the day and year first above written.

Marsha Gaines

Principal

HARTFORD CASUALTY INSURANCE COMPANY

Surety

By H. C. Nobles

H. C. NOBLES, ATTORNEY-IN-FACT

Linda McHenry

State of Texas
County of Fort Bend } ss.

Before me, this 31st day of December, A.D. 19 86 personally appeared the said to me known and known to me to be the individual described in and who executed the foregoing bond, and he acknowledged to me that he executed the same.

Notary

Form S-3720-1

12

Texas

00759

Western Surety Company

0032

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12385777

That we, Sam Dick, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his successors in office, in the sum of Five Thousand and no/100 ($ 5000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 5th day of December, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly elected (Elected-Appointed) to the office of District Attorney for a term of four years beginning the 1st day of January 19 87 and ending the 31 day of December 19 90, in and for Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall then this obligation to be void, otherwise to remain in full force and effect.

Sam W. Dick
Principal

WESTERN SURETY COMPANY
By Joe Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Joyce Dancer on this day, personally appeared Sam W. Dick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Fort Bend County, Texas, this 31st day of December, 19 86.

Joyce Dancer
Notary Public
Fort Bend County County, Texas

SEAL

commission expires: 3-26-89

862—3-81

Return to Sam Dick

12

00760

American States Insurance Company

0032

INDIANAPOLIS, INDIANA

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: Bond No. EX 501 380

That we, Katherine K. Hynson, as Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Judge, his successors in office, in the sum of Ten Thousand and No/100-------- ($10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 10th day of November, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly elected (Elected-Appointed) to the office of County Treasurer in and for Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court.

then this obligation to be void, otherwise to remain in full force and effect.

Katherine K. Hynson
Katherine K. Hynson Principal

AMERICAN STATES INSURANCE COMPANY

By Cathy Fuller
Cathy Fuller, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Marian Gale Hyde on this day, personally appeared Katherine K. Hynson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 8th day of December, 19 86.

Marian Gale Hyde

SEAL Fort Bend County, Texas

Form 9-1801 (10-68)

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Katherine K. Hynson, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County Treasurer, Fort Bend County, of the State of Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Katherine K Hynson

Sworn to and subscribed before me at Richmond, Texas, this 8th day of December, 19 86

Marian Hale Hyde

SEAL

Fort Bend County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19 87

_____ Clerk

_____ County Judge,

County Court _____ County

_____ County, Texas

Texas

00762
0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF- 12662611

That we, Kathy Hynson, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] County Judge, his successors in office, in the sum of[2] Ten Thousand and no/100 ($ 10,000.) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of November, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly elected (Elected-Appointed) to the office of County Treasurer for a term of 4 years beginning the 1st day of January 19 87 and ending the 31st day of December 19 90, in and for[3] Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] faithfully execute the duties of her office and pay over according to law, all moneys which shall come into her hands as county treasurer, and render a true account thereof to said court at each regular term of said court.

then this obligation to be void, otherwise to remain in full force and effect

Kathy Hynson
Principal

WESTERN SURETY COMPANY

By Joe Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Marian Gale Hyde on this day, personally appeared Kathy Hynson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 8th day of December, 19 86.

Marian Gale Hyde

SEAL

Fort Bend County, Texas

862—12-83

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

9763

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 1738653

That we, Thomas R. Culver, III, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] County Treasurer, his successors in office, in the sum of[2] Ten Thousand and No/100----------($10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86 duly Elected (Elected-Appointed) to the office of Judge, County Court of Law in and for[3] Fort Bend County, State of Texas, for a term of Four years commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~

then this obligation to be void, otherwise to remain in full force and effect.

FILED
'86 DEC 29 A11:10
COUNTY CLERK
FORT BEND COUNTY TEXAS

Thomas R Culver III
Principal

WESTERN SURETY COMPANY

By Joe P. Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Thomas R. Culver, III on this day, personally appeared Thomas R. Culver, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 17th day of November, 19 86.

Raydell Bowen
Fort Bend County, Texas

SEAL

862A—7-80

Texas

00764

Western Surety Company

0032

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of FT. BEND } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF- 12740870

That we, GARY A. GEICK, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] the Governor, his successors in office, in the sum of[2] One Thousand Dollaars and no/00---------- ($ 1000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 17th day of December, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly elected (Elected-Appointed) to the office of JUSTICE OF PEACE for a term of 4 years beginning the 1st day of January 19 87 and ending the 31st day of December 19 87, in and for[3] FT. BEND County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect

Gary A. Geick
Principal

WESTERN SURETY COMPANY

By J. R. Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me. Norma J. Landry, a Notary Public on this day, personally appeared Gary A. Geick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 31st day of December, 19 86.

Norma J. Landry

SEAL

FORT BEND County, Texas

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 – 8 84

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

0765

Western Surety Company

0032

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. OFF- 12662612

That we, Glory Ketelers, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Governor, his successors in office, in the sum of[2] Five Thousand and no/100 ($ 5,000.) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of November, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly elected (Elected-Appointed) to the office of District Clerk for a term of 4 years beginning the 1st day of January 19 87 and ending the 31st day of December 19 90, in and for[3] Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] for the faithful discharge of the duties of her office.

then this obligation to be void, otherwise to remain in full force and effect

Glory Ketelers
Principal

WESTERN SURETY COMPANY

By Joe Ruby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Marian Gale Hyde on this day, personally appeared Glory Ketelers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 2nd day of December, 19 86.

Marian Gale Hyde

SEAL

Fort Bend County, Texas

862—12-83

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

00766

Western Surety Company

0032

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of FT. BEND } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12459686

That we, R GEORGE MOLINA, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto FT BEND COUNTY JUDGE, his successors in office, in the sum of ONE THOUSAND AND NO/100 ($ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of OCTOBER, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 4th day of November, 19 86, duly Elected (Elected-Appointed) to the office of JUSTICE OF THE PEACE in and for FT. BEND County, State of Texas, for a term of FOUR year Scommencing on the 1st day of JANUARY, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall

PROMPTLY PAY OVER TO THE PARTY ENTITLED TO RECEIVE IT, ALL MONEYS THAT MAY COME INTO HIS HANDS DURING HIS TERM OF OFFICE

then this obligation to be void, otherwise to remain in full force and effect.

R. George Molina
R. George Molina Principal

WESTERN SURETY COMPANY
By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Mary S. Nieto on this day, personally appeared R. George Molina, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at 4169 F.M. 521, Fresno, Texas, this 23th day of September, 19 86.

MARY S. NIETO
Notary Public in and for the State of Texas
My Commission Expires 6/3/87

SEAL

Mary S. Nieto
Mary S. Nieto
Fort Bend County, Texas

862A—7 80

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF WHARTON

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Wharton, hereinafter referred to as "Wharton".

WHEREAS, Wharton desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Wharton has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Wharton in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Wharton mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Wharton monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Wharton to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Wharton, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Wharton being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Wharton (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Wharton being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Wharton upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 10 day of December, 1986.

THE COUNTY OF WHARTON, TEXAS

[signature]
, County Judge

ATTEST:

[signature]
Wharton, County Clerk

SIGNED this 5 day of February, 1987.

THE COUNTY OF FORT BEND, TEXAS

Julie E. Stavinoha
Fort Bend, County Judge

ATTEST:

Diane Wilson
Fort Bend, County Clerk

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF CALHOUN

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Calhoun, hereinafter referred to as "Calhoun".

WHEREAS, Calhoun desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Calhoun has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Calhoun in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Calhoun mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Calhoun monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Calhoun to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Calhoun, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Calhoun being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Calhoun (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Calhoun being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Calhoun upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 12 day of Dec, 1986.

THE COUNTY OF CALHOUN, TEXAS

[illegible], County Judge

ATTEST:

Mary Lois McMahan

, County Clerk

SIGNED this 5 day of January, 1987.

THE COUNTY OF FORT BEND, TEXAS

Judie E. Stavinoha

Fort Bend, County Judge

ATTEST:

Dianne Wilson

Fort Bend, County Clerk

APPROVED

Sterling Moore

Sterling Moore
Acting Chief

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF Austin

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Austin, hereinafter referred to as "Austin".

WHEREAS, Austin desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Austin has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Austin in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Austin mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Austin monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Austin to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Austin, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Austin being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Austin (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Austin being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Austin upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 20 day of Dec, 1986.

THE COUNTY OF Austin, TEXAS

[signature]
District, ~~County~~ Judge

ATTEST:

Dorothy Hinly
, County Clerk

SIGNED this 5 day of January, 1987.

THE COUNTY OF FORT BEND, TEXAS

[signature]
Fort Bend, County Judge

ATTEST:

[signature]
Fort Bend, County Clerk

APPROVAL:

Sterling Moore
Sterling Moore
Acting Chief

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF VICTORIA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Victoria, hereinafter referred to as "Victoria".

WHEREAS, Victoria desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Victoria has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Victoria in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Victoria mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Victoria monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Victoria to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Victoria, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Victoria being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Victoria (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Victoria being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Victoria upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 19th day of December, 1986

THE COUNTY OF VICTORIA, TEXAS

Norman Jones, County Judge

ATTEST:

Val D. Thurner, County Clerk

SIGNED this 5 day of January, 1987.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha, Fort Bend, County Judge

ATTEST:

Dianne Wilson, Fort Bend, County Clerk

APPROVED:

Sterling Moore
Sterling Moore
Acting Chief

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF COLORADO

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Colorado, hereinafter referred to as "Colorado".

WHEREAS, Colorado desires Fort Bend's assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Colorado has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Colorado in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes, and in accordance with the provisions of the governor's office, Criminal Justice Division, Grant No. JA-86-C030773.

NOW, THEREFORE, the County of Fort Bend and the County of Colorado mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $45.00 per day per person for 1986 and $55.00 per day per person beginning January 1, 1987, which will include three meals per day and one snack. Fort Bend will bill Colorado monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill be paid by Colorado to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto, that the Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Colorado, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances with Colorado being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, and authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties, that it will be the responsibility of Colorado (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other court appearance.

7. It is understood and agreed between the parties, that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Colorado being held, pursuant to this agreement.

8. The visitation of juveniles in the Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p.m., with no visitation on weekends nor visitation on holidays.

9. It is understood and agreed between the parties, that Fort Bend retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Colorado upon ten (10) hours notice.

10. It is further understood and agreed, that any officer who brings a juvenile to the Fort Bend County Juvenile Detention Center must stay with such juvenile until the juvenile has been processed into said center.

11. It is understood and agreed, that this agreement may be terminated by either party at any time.

12. Requirements of the Uniform Grant and Contract Management Standards (UGCMS) promulgated pursuant to Texas Civil Statutes, Article 4413 (32g), are adopted by reference as part of this contract.

13. In the event of a default of the SERVICE PROVIDER, the GRANTEE AGENCY may cancel or suspend the contract, and the SERVICE PROVIDER shall be entitled to recovery for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.

14. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the SERVICE PROVIDER. Failure to comply with this requirement shall be treated as a default.

15. This contract shall automatically terminate on the grant expiration date of September 30, 1987, or any extension thereof granted by CJD, but in any event it is expressly understood and agreed that this agreement automatically terminates on December 31, 1987. All services billed hereunder must be rendered within the grant period.

SIGNED this 11 day of December, 1986, in duplicate originals by order of Commissioners' Court of Colorado County.

THE COUNTY OF COLORADO, TEXAS

[signature]
, County Judge

ATTEST:

[signature]
, County Clerk
of Colorado County, Texas

SIGNED this 5 day of January, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

THE COUNTY OF FORT BEND, TEXAS

[signature]
Jodie Stavinoha, County Judge

ATTEST:

[signature]
Dianne Wilson, County Clerk
of Fort Bend County, Texas

APPROVED:

[signature]
Sterling Moore
Acting Chief

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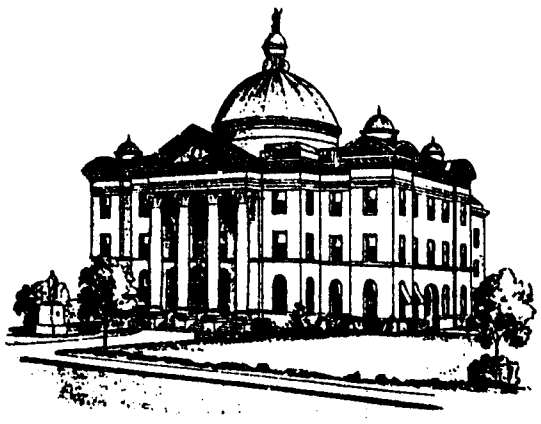
76 0032

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

January 5, 1987

TO: Each Member
Commissioners Court
Fort Bend County

RE: Single Source Item

After communications with all Canon Copier dealers in the Fort Bend/Harris County area I have determined the existance of only one source for the renting of a Canon 9030 Laser Copier; that source being Global Services of Houston, Texas.

This statement is submitted for use by the Court in granting an exemption from the competitive bidding requirements of Sec 3, Art.2368a.5 V.A.T.S.

JOHN J HAMMETT

Title of Act:

An Act relating to an exemption of certain county purchases from competitive bidding requirements. Acts 1983, 68th Leg., p. 3009, ch. 518.

Art. 2368a.5. County Purchasing Act

Short Title

Sec. 1. This Act may be cited as the County Purchasing Act.

Definitions

Sec. 2. In this Act:

(1) "Current funds" means funds in the county treasury that are available in the current tax year, revenue that may be anticipated with reasonable certainty to come into the county treasury during the current tax year, and emergency funds.

(2) "Bond funds" means money in the county treasury received from the sale of bonds, and proceeds of bonds that have been voted but that have not been issued and delivered.

(3) "Item" means any service, equipment, good, or other tangible or intangible personal property. The term includes insurance and high technology items.

(4) "High technology item" means a service, equipment, or good of a highly technical nature, including: data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio, and microwave systems; electronic distributed control systems (including building energy management systems); and technical services related to these items.

(5) "Time warrant" means any warrant issued by a county that is not payable out of current funds.

Competitive Bidding Requirement

Sec. 3. (a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $5,000, the commissioners court of the county must comply with the competitive bidding or competitive proposal procedures prescribed by this Act. All bids or proposals must be sealed.

(b) The competitive bidding and competitive proposal requirements established by Subsection (a) of this section apply only to contracts for which payment will be made from current funds or bond funds or through time warrants. However, contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Article 2368a.1, Vernon's Texas Civil Statutes).

(c) In applying the competitive bidding and competitive proposal requirements established by Subsection (a) of this section, all separate, sequential, and/or component purchases of items ordered or purchased, with the intent of avoiding the competitive bidding and competitive proposal requirements of this Act, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract.

Exemptions

Sec. 4. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 3 of this Act if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item made necessary by unforeseen damage to public property;

(4) a personal or professional service;

(5) any work performed and paid for by the day, as the work progresses;

(6) any land or right-of-way; or

(7) an item that can be obtained from only one source, including: items for which competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electric power, gas, water, and other utility services; and captive replacement parts or components for equipment.

(b) If an item exempted under Subdivision (7) of Subsection (a) of this section is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

Competitive Bidding Notice

Sec. 5. (a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication at least 14 days before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

Opening of Bids

Sec. 6. (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended by the commissioners court if an error is discovered in the original specifications or the nature of the item to be purchased requires an extension in order for the county to best utilize the provisions of Section 10 of this Act.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

Awarding of Contract

Sec. 7. (a) The officer in charge of opening the bids shall present them to the commissioners court in session. The court shall award the contract to the responsible bidder who submits the lowest and best bid, or the court shall reject all bids and publish a new notice.

(b) In cases where two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is

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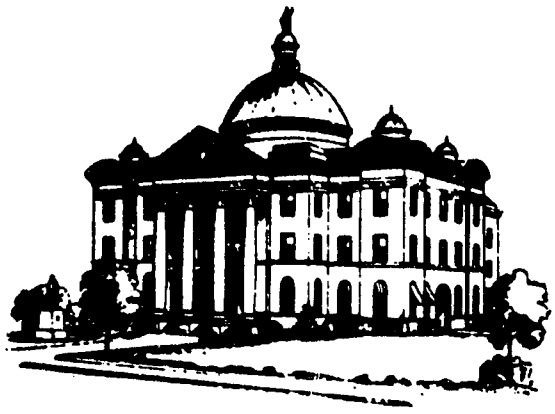
Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas

County of Fort Bend

December 29, 1986

TO: John Hammett
Purchasing Agent

Commissioners' Court

This letter is to certify that Global Services of Houston is the only vendor that sells, rents and services the 9030 laser copier that will change photostat records from black to white.

This has been verified through Kodak, Minolta and 3M. Global Services is the sole source for this product.

Sincerely,

Dianne

Dianne Wilson
County Clerk

TEXAS SESQUICENTENNIAL 1836-1986

MOORE PAPER FORMS - HOUSTON - (713) 226-9191 21748

00781

(NO ENTRIES IN SHADED AREAS)

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT: COUNTY CLERK
DATE: 12-23-86
DELIVERY ADDRESS: 301 JACKSON
DEPT REQN NO: 389
P.O. #:
DIST CODE: 1 0 5 0 - 0 0 0 2 - 4 0 1 0
20 P.O. #:

QTY.	PART NUMBER AND/OR GENERIC DESCRIPTION	UNIT	EST. PRICE	TOTAL AMT.
	9030 Laser Copier rental @ $785 per month payable monthly for 1 yr. plus $.02 per copy charge for all copies over the 10,000 allowable per billing	including copy	9,000.00 charge	
			TOTAL COST	

STIFICATION: See PO 5357-6851
LAST KNOWN SOURCE: Global Service, Del Coker 645-4545 Ext. 378
NEAREST PLANT/PIT/SIDING:
DEPARTMENT HEAD SIGNATURE, DATE: Dianne Wilson 12/29/86
PURCHASING AGENT:
AUDITOR FUND VERIFICATION:
SELECTED VENDOR (PURCHASING):
~~INVOICE NO.~~
Southwestern Office Systems - 499-6578 allen - Says only Global
VENDOR NO

ARTICLE 2368a.5 CIVIL STATUTES, STATE OF TEXAS: A county officer or employee who knowingly or intentionally makes or authorizes separate, sequential, and/or component purchases in order to avoid the competitive bidding requirements of Section 3 of this Act commits an offense. The offense is a Class B misdemeanor and shall, upon final conviction, result in the immediate removal of the county officer or employee from office.

BCP 101 (1 JUN 86)

FOR USE OF PURCHASING DEPARTMENT ONLY

Copier Sales + Svc 977-7008 Jim Said only Global would rent out The 9030	Metro 957-8670 Marlene Not Available	SNW Copiers Hal Grady 342-4249

19. MEET IN CLOSED SESSION TO DISCUSS LITIGATION, LAND AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SEC.2 (E,F,G,), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Judge Stavinoha voting yes and Commissioner Pressley absent for vote, it is ordered to approve $1,000 earnest money contract to purchase 4.5 acres including several buildings at 4169 Hwy. Hwy. 521, Fresno the amount of $230,000.00. Funds to come from Precinct 2 budget. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:15 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

20. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) PRECAST CONCRETE BOX CULVERTS INSTALLED (#87-01); (2) ELECTRONIC STORAGE & RETRIEVAL SYSTEM (#87-02);(3) RFP FOR WORD PROCESSING SYSTEM (#87-02) (4) ONE OR MORE NEW TRUCKS, 28,000 GVWR (#87-04):

Open bids for precast concrete box culverts installed:

The following were presented to Commissioners' Court for review.

A) UTICON
B) AARON-BRUCE CO. INC.
C) B & T CONTRACTING INC.
D) L & W EXCAVATORS

Open bids for electronic storage & retrieval system:

The following bids were presented to Commissioners' Court for review.

A) ADVANCED OFFICE SYSTEMS

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Judge Stavinoha voting yes and Commissioner Pustka and Commissioner Pressley absent for vote, it is ordered to award bid to ADVANCED OFFICE SYSTEM for electronic storage & retrieval system in the amount of $13,935.00 for County Clerk's office. Funds to come from Revenue Sharing.

Open bids for RFP for word processing system:

The following bids were presented to Commissioners' Court for review.

A) NAPERSOFT

Open bids for one or more new trucks, 28,000 GVWR:

The following bids were presented to Commissioners' Court for review.

A) BAYOU CITY FORD TRUCKS SALES
B) KNAPP CHEVROLET
C) SAN JACINTO FORD

21. ADJOURNMENT:

Commissioners' Court adjourned at 1:45 p.m. Monday, January 5, 1987.

FORT BEND TITLE COMPANY

00783

(19)

0032

ALL CASH OR OWNER FINANCED — RESIDENTIAL EARNEST MONEY CONTRACT (RESALE)

PROMULGATED BY TEXAS REAL ESTATE COMMISSION

1. PARTIES: TESCORP PARTNERS I, a Texas ~~Corporation~~ Partnership (Seller) agrees to sell and convey to Fort Bend County, Texas (Buyer) and Buyer agrees to buy from Seller the following property situated in Fresno, Fort Bend County, Texas, known as attached hereto is a copy of a field note description (Address).

2. PROPERTY: Lot _____, Block _____, _____ Addition, City of _____, or as described on attached exhibit, together with the following fixtures, if any: curtain rods, drapery rods, venetian blinds, window shades, screens and shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, attic fans, permanently installed heating and air conditioning units and equipment, lighting and plumbing fixtures, TV antennas, mail boxes, water softeners, shrubbery and all other property owned by Seller and attached to the above described real property. All property sold by this contract is called "Property".

3. CONTRACT SALES PRICE:
   A. Cash payment payable at closing ..... $ 230,000.00
   B. Note described in 4 B below (the Note) ..... $ _____
   C. Sales Price payable to Seller (Sum of A and B) ..... $ 230,000.00

4. FINANCING CONDITIONS:
   ☒ A. This is an all cash sale; no financing is involved.
   ☐ B. The Note in the principal sum shown in 3 B above, dated as of the Closing Date, to be executed and delivered by Buyer and payable to the order of Seller, bearing interest at the rate of _____ percent per annum from date thereof until maturity, matured unpaid principal and interest to bear interest at the rate of 10% per annum, principal and interest to be due and payable
      ☐ (1) In _____ installments of $_____ or more each, beginning on or before _____ after date of the Note, and (Check "a" or "b")
         ☐ a. continuing regularly and at the same intervals thereafter until fully paid.
         ☐ b. continuing regularly and at the same intervals thereafter until _____, 19 _____, when the entire balance of principal and accrued interest shall be due and payable.
      ☐ (2) In a lump sum on or before _____ after date of the Note,
   ☐ C. This contract is subject to Buyer furnishing Seller evidence that Buyer has a history of good credit.

5. EARNEST MONEY: $ 1,000.00 is herewith tendered and is to be deposited as Earnest Money with Fort Bend Title Company, as Escrow Agent, upon execution of the contract by both parties. Additional Earnest Money, if any, shall be deposited with the Escrow Agent on or before December 22, 19 86, in the amount of $ _____.

6. TITLE: Seller at Seller's expense shall furnish either:
   ☒ A. Owner's Policy of Title Insurance (the Title Policy) issued by Fort Bend Title Company in the amount of the Sales Price and dated at or after closing: OR
   ☐ B. Complete Abstract of Title (the Abstract) certified by _____ to current date.

NOTICE TO BUYER: AS REQUIRED BY LAW, Broker advises that YOU should have the Abstract covering the Property examined by an attorney of YOUR selection, or YOU should be furnished with or obtain a Title Policy.

7. PROPERTY CONDITION (Check "A" or "B"):
   ☒ A. Buyer accepts the Property in its present condition, subject only to _____.
   ☐ B. Buyer requires inspections and repairs required by the Property Condition Addendum (the Addendum). Seller shall commence and complete prior to closing all required repairs at Seller's expense.

All inspections, reports and repairs required of Seller by this contract and the Addendum shall not exceed $_____. If Seller fails to complete such requirements, Buyer may do so and Seller shall be liable up to the amount specified and the same paid from the proceeds of the sale. If such expenditures exceed the stated amount and Seller refuses to pay such excess, Buyer may pay the additional cost or accept the Property with the limited repairs and this sale shall be closed as scheduled, or Buyer may terminate this contract and the Earnest Money shall be refunded to Buyer. Broker and sales associates have no responsibility or liability for repair or replacement of any of the Property.

8. BROKER'S FEE: N/A Listing Broker (_____%) and N/A Co-Broker (_____%), as Real Estate Broker (the Broker), has negotiated this sale and Seller agrees to pay Broker in _____ County, Texas, on consummation of this sale or on Seller's default (unless otherwise provided herein) a total cash fee of _____ of the total Sales Price, which Escrow Agent may pay from the sale proceeds.

9. CLOSING: The closing of the sale (the Closing Date) shall be on or before February 1, 19 87, or within 7 days after objections to title have been cured, whichever date is later.

10. POSSESSION: The possession of the Property shall be delivered to Buyer on Closing in its present or required improved condition, ordinary wear and tear excepted. Any possession by Buyer prior to or by Seller after Closing Date shall establish a landlord-tenant at sufferance relationship between the parties.

11. SPECIAL PROVISIONS:

Each party will pay standard and normal closing costs affordable to a buyer and seller.

(Insert terms and conditions of a factual nature applicable to this sale, e.g., personal property included in sale [curtains, draperies, valances, etc.], prior purchase or sale of other property, lessee's surrender of possession, and the like.)

TREC NO. 6-0

Compliments Of

Chicago Title Insurance Company

00784

1032

12. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

A. Seller's Expenses:

(1) Any inspections, reports and repairs required of Seller herein, and in the Addendum.

(2) All cost of releasing existing loans and recording the releases; tax statements; 1/2 of any escrow fee; preparation of Deed; copies of restrictions and easements; 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., preparation of Note, Deed of Trust and other loan documents, recording fees, Mortgagee's Title Policy, credit reports); 1/2 of any escrow fee; one year premium for hazard insurance unless insurance is prorated; and expenses stipulated to be paid by Buyer under other provisions of this contract.

C. If any sales expenses exceed the maximum amount herein stipulated to be paid by either party, either party may terminate this contract unless the other party agrees to pay such excess.

13. PRORATIONS: Insurance (at Buyer's option), taxes and any rents and maintenance fees, shall be prorated to the Closing Date.

14. TITLE APPROVAL: If Abstract is furnished, Seller shall deliver same to Buyer within 20 days from the effective date hereof. Buyer shall have 20 days from date of receipt of Abstract to deliver a copy of the title opinion to Seller, stating any objections to title, and only objections so stated shall be considered. If Title Policy is furnished, the Title Policy shall guarantee Buyer's title to be good and indefeasible subject only to (i) restrictive covenants affecting the Property (ii) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments, or any overlapping of improvements (iii) all taxes for the current and subsequent years (iv) any existing building and zoning ordinances (v) rights of parties in possesion (vi) any liens created as security for the sale consideration and (vii) any reservations or exceptions contained in the Deed. In either instance, if title objections are disclosed, Seller shall have 30 days to cure the same. Exceptions permitted in the Deed and zoning ordinances shall not be valid objections to title. Seller shall furnish at Seller's expense tax statements showing no delinquent taxes and a General Warranty Deed conveying title subject only to liens securing debt created as part of the consideration, taxes for the current year, usual restrictive covenants and utility easements common to the platted subdivision of which the Property is a part and any other reservations or exceptions acceptable to Buyer. The Note shall be secured by Vendor's and Deed of Trust liens. In case of dispute as to the form of Deed, Deed of Trust or Note, such shall be upon a form prepared by the State Bar of Texas.

15. CASUALTY LOSS: If any part of Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date; and if Seller is unable to do so without fault, this contract shall terminate and Earnest Money shall be refunded with no Broker's fee due.

16. 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 for Broker's services. If Seller is unable without fault to deliver Abstract or Title Policy or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, and no Broker's fee shall be earned, or extend the time up to 30 days. If Seller fails to comply herewith for any other reason, 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 and when Seller collects damages for such default by suit, compromise, settlement or otherwise, and after first deducting the expenses of collection, and then only in an amount equal to one-half of that portion collected, but not exceeding the amount of Broker's fee.

17. 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 fees from the non-prevailing party.

18. ESCROW: Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in paragraph 17. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual expenses incurred or paid on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto.

19. REPRESENTATIONS: Seller represents that there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the Property on Closing Date. If any representation above is untrue this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.

20. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written consent.

21. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of any part, consult your attorney BEFORE signing. The Broker cannot give you legal advice — only factual and business details concerning land and improvements. Attorneys to represent parties may be designated below, and, so employment may be accepted, Broker shall promptly deliver a copy of this contract to such attorneys.

Seller's Atty: _____ Buyer's Atty: _____

EXECUTED in multiple originals effective the 27th day of December, 1986. **(BROKER FILL IN THE DATE LAST PARTY SIGNS).**

Listing Broker _____ License No. _____

By _____

Co-Broker _____ License No. _____

By _____

Receipt of $_____ Earnest Money is acknowledged in the form of _____.

Escrow Agent _____ Date _____

By _____

Seller _____

Seller _____

Seller's Address _____ Tel. _____

Buyer _____

Buyer _____

Buyer's Address _____ Tel. _____

The form of this contract has been approved by the Texas Real Estate Commission and the State Bar of Texas. Such approval relates to this contract form only. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. It is not suitable for complex transactions. Extensive riders or additions are not to be used. (8-78) TREC No. 6-0

A 4.56 acre tract of land, (being out of a Call Parcel 4, Vol. 438; Page 53; Deed Records), being the remainder of Lot 8, and Lots 9 and 10 of the B. F. Wood Subdivision, (Vol. 225; Page 68; Deed Records), of Tracts 654, 655, 689 and 690 of Magnolia Place, (Vol. 2; Page 6; Plat Records), Thomas Gleason Survey, Abstract 184; Fort Bend County, Texas.

Duly Authorized Agent For
Tescorp Partners I

EXHIBIT "A"

BID ITEM: PRECAST CONCRETE BOX CULVERTS INSTALLED

BID NUMBER: #87-01

PRECAST CONCRETE BOX CULVERTS INSTALLED

COMPANY	BID PRICE
ARMCO CONST. PRODUCTS DIV.	
BAYOU CULVERT MFG. INC.	
CALDWELL CULVERT CO.	
COLD LINE SUPPLY	
* GIFFORD-HILL AND CO., INC.	
GULF COAST PIPE AND SUPPLY	
HASARA TANK CAR CULVERT AND PIPE	
H.C. WILSON, DIST.	
MANNA'S PRECAST CONCRETE	
METAL CULVERT, INC.	
NEEDVILLE LUMBER AND HARDWARE	
* OLD KATY WAREHOUSE	
PARKER BROTHERS AND CO., INC.	
REGENCY CONCRETE PRODUCTS	
SEABREEZE ALUMINUM CULVERT	
SOUTH HOUSTON CONCRETE PIPE	
SPECIALIZED STEEL CULVERT	
STEEL CULVERTS, INC.	
TEXAS CORRUGATORS, INC.	
THE MARQUE CORP.	
WHEELING CORRUGATING CO.	
WILSON CULVERTS, INC.	
WYATT METAL DRAINAGE PRODUCTS	
* R D. PARKER	
* BROWN HARRIS	
* ~~UTICON~~ UTICON	31,290
* Aaron-Bruce Co. Incorp	61,530
* Excavators, Inc.	
~~B&T~~ B&T Contracting Inc.	49,350

* Received Bids

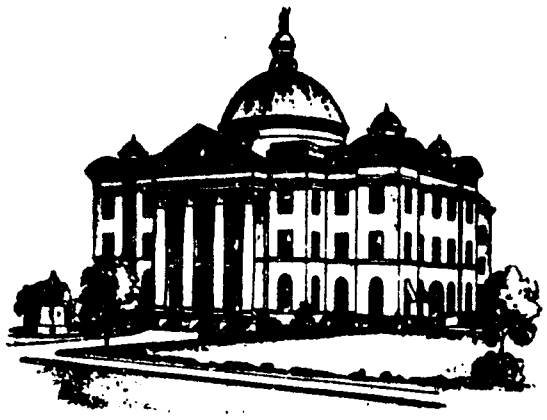
L&W Excavator	29,379.

00787

20(a)

0032

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

COUNTY OF FORT BEND

January 5, 1987

Advanced Office Systems, Inc.
10692 Haddington Dr.
Houston, TX 77043

Ref: Electronic storage and retrieval system. Bid #87-02.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on January 5, 1987 awarded your company the contract pursuant to your bid on the above stated matter at the bid price $13,935.00 including delivery and installation.

As per your bid, delivery and installation will be completed within 75 calendar days from the date of bid award.

Point of contact will be Ms Dianne Wilson, County Clerk, at 713-342-3411.

Gilbert D. Jacomo, Jr.
Assistant Purchasing Agent

cc: Dianne Wilson
County Auditor

20(2) 00788

BID ITEM: ELECTRONIC STORAGE AND RETRIEVAL SYSTEM

BID NUMBER: #87-02

0032

ELECTRONIC STORAGE AND RETRIEVAL SYSTEM

COMPANY	BID PRICE
ACCU DATA OF HOUSTON	
* ADVANCED OFFICE SYSTEMS	13,935
BRAZOS OFFICE PRODUCTS	
BRIGANCE OFFICE PRODUCTS, INC.	
CARGILL PRINTING AND STATIONERY	
DESIGNERS LIBRARY, INC.	
FINGER FURNITURE RENTAL	
FORT BEND OFFICE SUPPLY	
* OFFICE LAND	
* PEN-ROYAL INDUSTRIES	
ROSENBERG OFFICE SUPPLY	
SEALY OFFICE PRODUCTS	
* STC OFFICE SERVICES	
TEMPO	
* TEXAS SPACESAVE SYSTEMS	
TEXENT, INC.	
* THE MILLWORKS	
THE WELLS GROUP	
TWIN CITY BUSINESS MACHINES	
VERMILLION	
WELLS AND ASSOCIATES	
WILSON BUSINESS PRODUCTS SYSTEM	
* Office Furniture Inc.	
* Computerland	
* Honeywell	
* RJK Keller	

* Received Bids

20(3)

00789

0032

BID ITEM: WORD PROCESSING SYSTEM

BID NUMBER: RFP #87-03

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALL COMPUTER	
AMERADA MARKETING CORP.	
AMERICAN NATIONAL COMPUTER	
APPLICATION DEVELOPMENT SERIVCE	
* A-TEK	
BLANCO CROSSING STOREHOUSE	
BUSINESSLAND, INC.	
CHAMPION COMPUTERS, INC.	
COMPURITE	
COMPUTER CRAFT	
COMPUTER EXPO	
* COMPUTERLAND	
COMPUTER POST	
COMPUTER POWER SOLUTIONS	
* CONTINENTAL COMPUTERS	
CONTROL DATA	
CPT OF HOUSTON	
CRITERA	
CYPHER-TECH	
DEAN WILLIAMS BUSINESS MACHINES	
DELTA COMPUTEC, INC.	
DIGITAL EQUIPMENT CORP.	
EAST BERNARD COMPUTER SVS.	
ECZEL	
ENTRE COMPUTER CENTER-(CONGRESS STORE)	
ENTRE COMPUTER CENTER (FM 1960 STORE)	
* FIDELITY SYSTEMS	
GRAMMCO	
* HONEYWELL INFORMATION SYSTEMS	
HOUSTON S.T.E.P.	
IBM	
IISCOM	
INFORMA	
LBH	
MARKLIN CORP.	
MEMOREX CORP.	
MICHAEL K. VARGO CO., INC.	
MICRO DIMENSIONS, INC.	
MICRO EXCHANGE	
* MICRO PRODUCTS UNLIMITED	
MISUMA, INC.	
MOORE BUSINESS CENTER	
NCR	
NIX DORS COMPUTER	

00790

0032

OEI BUSINESS FORM
* PCAS, INC.
PERIDAT INTERNATIONAL
PRIME COMPUTER, INC.
R. ASSOCIATES, INC.
RADIO SHACK
* RJK KELLER CO.
SHIELDS BUSINESS MACHINES
SIBLEY AND ASSOCIATES
SOFTEC COMPUTER CENTER
SPERRY CORP. INFO. GROUP
STARWOOD
STEP COMPUTER MEDIA
STORAGE TECHNOLOGY
SUPER TEC
* TECHNOLOGY SERVICES, INC.
TELEX COMPUTER PRODUCTS
* TEXAS COMPUTER SYSTEMS
THE AMERICAN NATIONAL COMPUTER
THE PROFESSIONAL COMPUTER GROUP
THOMAS ENGINEERING CO.
UARCO, INC.
UNICO
UNITED BUSINESS MACHINES

* Unicorp

* Received Bids

Napersoft ✓ RFP

BID ITEM: 28,000 GVWR TRUCK

BID NUMBER: #87-04

28,000 GVWR TRUCK

COMPANY	BID PRICE
* A.C. COLLINS	
APPLE CHEVROLET	
* ARCHER CHRY-PLY	
* BAYOU CITY, FORD TRUCKS SALES ✓	22,378.56
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD	
* DOUG RUSSELL CHEVROLET	
DUB MILLER FORD, INC.	
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLERIA AREA FORD	
* GEORGE PHARIS CHEVROLET	
GILLMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD	
JACK ROACH FORD	
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS	
JOE HUBENAK CHEVROLET	
* JOE MYERS FORD, INC.	
KINSEL FORD, INC.	
* KNAPP CHEVROLET ✓	21,625
* LAWRENCE-MARSHALL CHEV-OLDS	
LEBLANC-WALDROP CHRY.	
* MAC TRUCKS INC.	
* MARSHALL FORD-MERCURY	
MCMILLAN FORD	
MORT HALL FORD	
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSELL AND SMITH FORD	
* SAN JACINTO FORD ✓	23,190.75
SOUTH LOOP FORD TRUCKS	
TRUCKS OF TEXAS	
UNIVERSAL FORD	
* WESTWAY FORD, INC.	
WHITE PONT-CAD-GMC	
* WORLD WIDE TRUCKS, INC.	

* Received Bids

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JANUARY 12, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 5, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Mr. Roman Bohachevsky, re: Regional Historical Resources Depository Program.

6. Sheriff Gus George, re: request to advertise for bids for photographic supplies and gasoline. (Funds are available).

7. Consider terminating wrecker service agreement with Norman Woods, dba Acme Dispatching ~~Co.~~ Systems

8. Consider approval of interlocal agreement between Fort Bend County and the City of Sugar Land for the instruction of city officers by the County Law Enforcement Academy.

9. Consider appointments to the Fort Bend County Childrens' Protective Services Board.

10. Consider approval of contract with Deloitte, Haskins & Sells for 1986 audit.

11. Record appointment and bond of County Auditor, Joyce Tompkins, as per Article 1647, Vernons Texas Civil Statutes, Annotated.

12. Approve official bonds for Prct. 2 Justice of the Peace Gary Fredrickson, Prct. 1 Constable Dave Roden & Prct. 2 Dep. Constable Randy K. Dluhy.

13. Approve 1987 Holiday Schedule for County employees.

14. Set mileage reimbursement rate for County employees for 1987.

15. Consider closing a portion of Canal Rd. in Precinct 3 for paving.

16. Consider advertising for bids for a multi telephone line and radio recorder, with or without trade-in; and for an automatic grade control for ~~Blow~~ Blaw Knox laydown machine.

17. Consider approval of Westmoor Drive realignment in West Oaks Village Subdivision in Precinct 3.

18. Consider petitions for and against changing name of Straznicky Rd. in Precinct 2 and set public hearing date.

19. Consider approval of invoice in the amount of $1,830 to the National Association of Counties for dues.

20. 10:00 a.m. - Hold public hearing on the proposed abandonment of a portion of Lake Drive in Precinct 3 and consider taking action on same.

21. Consider reserved parking places for County officials.

22. Consider extending agreement with contractor for excavation on Rabbs Bayou.

23. Consider approval of interlocal agreement with Goliad County for the housing of juveniles.

24. Consider the appointment of a Commissioner for the purpose of selling or leasing the County-owned real property located on FM-2218 (commonly referred to as Precinct 1 Maintenance Facility), the appointment of a real estate appraiser for same, and authorize notice of publication of the sale or lease in a local newspaper.

CONTINUED

25. 11:00 a.m. - Hold public hearing on the cancellation of subdivisions known as Pin Oak Estates and Pin Oak Estates, Section 1 in Precinct 3 and consider taking action on same.

26. Consider application from Sugar Land Properties to install box culverts crossing Dulles Ave. in Precinct 3.

27. Consider application from Shry Construction to lay a gas pipeline crossing Long Point Slough in Precinct 3.

28. Accept bids for the following: (1) Precast concrete box culverts installed (#87-01); (2) One or more new flat bed dump truck, 28,000 GVWR min., with or without trade-in (#87-04).

29. Transfer funds from Contingency Fund to individual department budgets for job classification changes.

30. Meet in Closed Session to discuss litigation and personnel matters as authorized by Article 6252-17, Section 2 (e)&(g), V.T.C.S.

31. Take action on any items discussed in Closed Session.

32. 1:30 p.m. - Open bids for the following: (1) Eighteen new automobiles (law enforcement) (#87-05); (2) One or more new automobiles (staff) (#87-06); (3) One or more new pickup trucks (#87-07); (4) Structural steel for Deborah Street bridge, Prct. 3 (#87-08).

33. 1:30 p.m. - Consider approval of plats for the following: (1) Marek Lane Estates Subdivision in Precinct 2; and (2) Englewood, Section 2 in Precinct 4.

34. Approve bills.

35. Adjournment.

FILED FOR RECORD
NO. _____ TIME 3:10 A.M. P.M.

JAN - 8 1987

Eleanor Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, on Thursday, January 8, 1987 at 3:10 p.m. by D. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JANUARY 12, 1987
1:45 O'CLOCK P.M.

1. Consider accepting Townewest drainage channels into the Drainage District maintenance system (totaling 10,520 feet).

2. Discuss and review Drainage District monthly report.

3. Adjournment.

FILED FOR RECORD
NO. _____ TIME 3:00 A.M. P.M.

JAN - 8 1987

Jeanne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, on Thursday, January 8, 1987 at 3:10 p.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 12TH day of JANUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF JANUARY 5, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 5, 1986.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes in depository pledge contract with 1ST NAT'L ROSENBERG. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve line item transfers in budget for ROAD & BRIDGE PRECINCT #2. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel request for FIRE MARSHALL, SHERIFF and JUSTICE OF PEACE, PRCT.#1. (Recorded in minutes in full)

5. MR. ROMAN BOHACHEVSKY, RE: REGIONAL HISTORICAL RESOURCES DEPOSITORY PROGRAM:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize Judge Stavinoha to make application to the Texas State Depository program to be named a Regional Historical Resources Depository Program.

Roman Bohachevsky discussed the depository program for a six county area.

6. SHERIFF GUS GEORGE, RE: REQUEST TO ADVERTISE FOR BIDS FOR PHOTOGRAPHIC SUPPLIES AND GASOLINE. (FUNDS ARE AVAILABLE):

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for photographic supplies and gasoline.. (Recorded in minutes in full)

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH ~~Rosenberg B&T~~ 1st National Rosenberg

Release $ 500,000,

U.S. Treasury

Receipt # 795420

Due Date 5/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES 0032
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

Garland Tx REG LT N/C

Receipt # 999716

Due Date 9/1/94

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st National Rosenberg

Release $ 500,000,

U.S. Treasury

Receipt # 800710

Due Date 7/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 100,000

Leon Tx UTS Bd '81

Receipt # 825801

Date Due 2/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS,

WITH 1st Nat'l Rosenberg

Release $ 50,000,

League City Bd 1981

Receipt # 820813

Due Date 7/10/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS,

WITH 1st Nat'l Rosenberg

Release $ 200,000

~~EM~~ FNMA

Receipt # 344535

Due Date 5/11/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

FNMA

Receipt # 345289

Due Date 5/11/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

FNMA

Receipt # 537343

Due Date 11/10/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

FNMA

Receipt # 461148

Due Date 7/10/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000

FHLB '89

Receipt # 568386

Date Due 1/25/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

FNMA

Receipt # 616395

Due Date 10/10/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 300,000

FNMA

Receipt # 419336

Due Date 3/10/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 50,000,

North Richland Hills G.O.

Receipt # 402396

Due Date 9/1/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 200,000,

FCSB 87 E

Receipt # 401934

Due Date 7/20/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 300,000,

U.S. Treas.

Receipt # 426197

Due Date 3/31/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 100,000

EHLB 87 E

Receipt # 403706

Date Due 11/25/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 500,000,

FCSB

Receipt # 398932

Due Date 3/2/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 100,000

FNSM 87 E

Receipt # 340543

Due Date 5/11/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 100,000,

FHLB 87 F

Receipt # 405295

Due Date 6/25/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Nat'l Rosenberg

Release $ 500,000,

ENMA

Receipt # 397266

Due Date 8/10/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

Receipt # _____

Date Due _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

Receipt # _____

Due Date _____

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 12th day of January, 1987 at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha.....COUNTY JUDGE
Johnnie Pustka.....COMMISSIONER PRECINCT # 1
Ben Denham.....COMMISSIONER PRECINCT # 2
Alton Pressley.....COMMISSIONER PRECINCT # 3
Bob Lutts.....COMMISSIONER PRECINCT # 4

The following proceeding were had, to-wit:

THAT WHEREAS, theretofore, on October 20, 1986 the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure(s) is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987 adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

ROAD & BRIDGE PRCT. #2	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-6019	Permanent Improvements	$ 35,000.00	$235,000.00	$200,000.00
08-02-0048-1010	Property & Equipment	165,000.00	30,000.00	(135,000.00)
08-02-0048-5031	Road Materials	400,000.00	335,000.00	(65,000.00)

DATE: January 12, 1987

DEPT. HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. #2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. #4

RECEIVED
JAN - 8 1987
COUNTY JUDGE

4

COUNTY OF FORT BEND

00801

Travel Authorization

0032

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

one deputy to attend

Deputy Glenn Perser

Period: Date of Departure 1/15/87 am

Date of Return 1/16/87 pm

Purpose of Trip: attend mental health training seminar

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) county car

Gus Lodge
Name

1/7/87
Date

Sheriff
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-12-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
JAN - 6 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure JAN. 25, 1987

Date of Return JAN. 31, 1987

Purpose of Trip: Justice of the Peace School

Places to be Visited: AUSTIN, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) Automobile

Name

1/06/87
Date

J. P. #1
Title

* *

Approved: Commissioners' Court

County Judge

1-12-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED 0803
JAN - 8 1987 0032
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gary A. Tilton

Period: Date of Departure February, 3, 1987

Date of Return February 5, 1987

Purpose of Trip: Gulf Coast Fire Prevention Conference

Places to be Visited: Galveston

Mode of Transportation (State whether by personal auto, airline, etc.) county vehicle

Gary A. Tilton
Name

January 6, 1987
Date

County Fire Marshal
Title

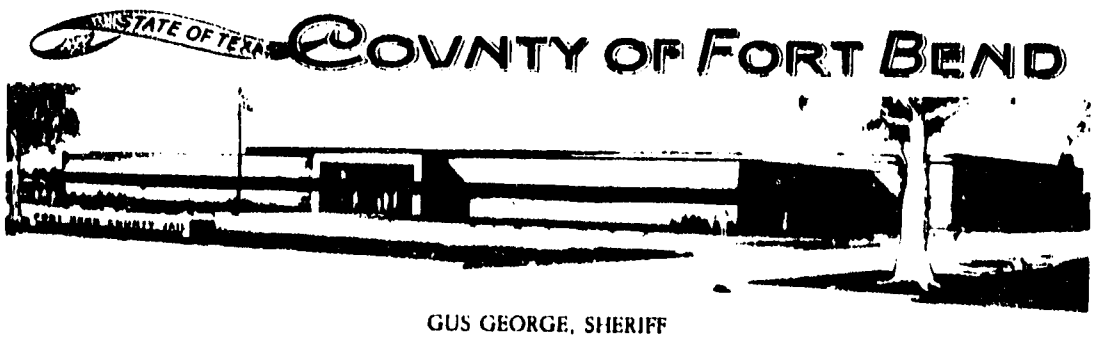
* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-12-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

January 6, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, January 12, 1987.

1) Request you authorize the County Purchasing Agent, Mr. John Hammett, advertise for bids for photographic supplies for the Fort Bend County Sheriff Department (as per attached list). Funds are available in the Fort Bend County Sheriff Department 1987 Budget.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

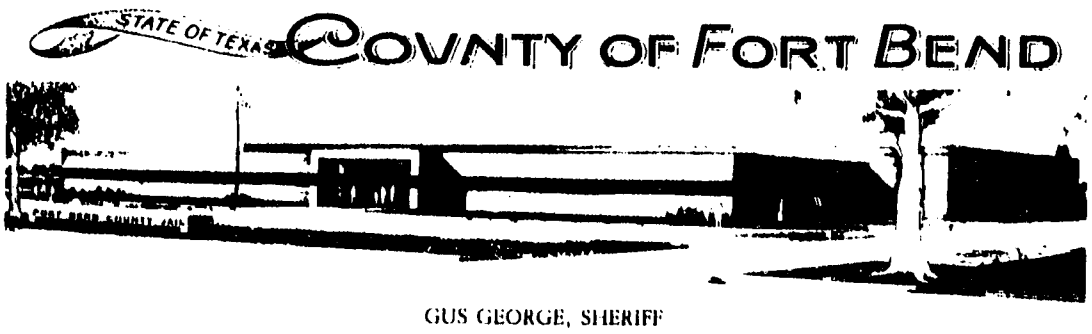
Gus George
Sheriff

GG/jj
attachment

cc: Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor
Dianne Wilson, County Clerk

The following is an estimated list of photographic supplies as should be needed for use by this department. The estimates are for yearly use.

Description	Amount
1) Beseler CN-2 (C41) Color Negative Chemistry: One Liter Kit	60 Kits
2) Beseler CS-6 (E-6) Color Slide Chemistry: One liter kits	24 Kits
3) Kodak Color Negative Print Film: 160 ASA; 100 ft. rolls	65 Rolls
4) Kodak Color Slide Film: 200 ASA; 100 ft. rolls	24 Rolls
5) Kodak Black and White Negative Print Film: 400 ASA; 100 ft. rolls	24 Rolls
6) Color Paper Chemistry: 25 gal. Concentrate Mix (Developer)	16 Mixes
7) Color Paper Chemistry: 25 gal. Concentrate Mix (Bleach)	16 Mixes
8) Kodak Ektacolor Plus Color Paper: F Surface; 8 X 10 Sheets	18,000 Sheets
9) Black and White Film Developer (D76; One gallon mix)	12 Mixes
10) Black and White Film Developer (Microdol-X) Liquid Mix; 1 qt.	5 Bottles
11) Black and White Fixer for Film: One gal. mix (Rapid-Fix)	24 Mixes
12) Black and White Paper Developer (Ektaflo 1)	12 Mixes
13) Black and White Paper Fix (Ektaflo 1)	12 Mixes
14) Kodak Black and white paper (Polly Contrast R C II) 8 X 10 Sheets	500 Sheets
15) Kodak Black and White Paper (Panalure R C II) 8" X 10" Sheets	500 Sheets
16) Kodak black and White Paper (Panalure R C II) 11" X 14" Sheets	100 Sheets
17) Kodak Color Paper (Ekta Color Plus) F-Surface; 11" X 14" Sheets	100 Sheets
18) Black and White Film Developer (Dk-50) One gal. mix	12 Mixes
19) Kodak Color Negative Print Film: 1000 ASA; 36 Exposures; 20 Boxes to a Brick	2 Bricks
20) 4" X 5" Ortho Cut Film; 4154 thick	300 Sheets
21) 4" X 5" Royal Pan Cut Film: 4141 thick	300 Sheets
22) T-60 VHS Video Tapes: 60 Tapes to case	6 Cases
23) Poloriod Type-52 Film	10 Cases
24) Poloriod Type-59 Film	1 Case
25) Poloriod Type-669 Film	25 Cases
26) Poloriod Type-600 Film	20 Cases
27) Poloriod Time Zero Film	1 Case
28) Negative Print Files: Plastic Sheets for 35mm Negatives	1000 Sheets
29) Canned Compressed "Dust Off" Air: 12 per case	5 Cases
30) "Dust Off" Nozzles	2 (only)



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

January 7, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, January 12, 1987.

1) Request you authorize the County Purchasing Agent, Mr. John Hammett, advertise for bids for gasoline for the Fort Bend County Sheriff Department. Funds are available in the Fort Bend County Sheriff Department 1987 Budget.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj

cc: Mr. John Hammett, County Purchasing Agent
Mrs. Joyce Tompkins, County Auditor
Dianne Wilson, County Clerk

7. CONSIDER TERMINATING WRECKER SERVICE AGREEMENT WITH NORMAN WOODS, DBA ACME DISPATCHING CO.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to terminate wrecker service agreement with Norman Woods, DBA Acme Dispatching System and issue a 30 day notice as recommended by Sheriff Gus George.

Sheriff Gus George request termination of wrecker service agreement.

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND FOR THE INSTRUCTION OF CITY OFFICERS BY THE COUNTY LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and the City of Sugar Land for the instruction of city officers by the County Law Enforcement Academy. (Recorded in minutes in full)

9. CONSIDER APPOINTMENTS TO THE FORT BEND COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve appointment of the following as board members of the Fort Bend County Children's Protective Services Board: (Recorded in minutes in full)

Diane Duncum
Dallas D. Warren
Mrs. Flo Berkman
Dr. James Boland, M.D.

Henry Althaus representing Children's Protective Service Board request appointment of new board members.

10. CONSIDER APPROVAL OF CONTRACT WITH DELOITTE, HASKINS & SELLS FOR 1986 AUDIT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with Deloitte, Haskins & Sells for 1986 Audit, not to exceed $45,200.00. (Recorded in minutes in full)

11. RECORD APPOINTMENT AND BOND OF COUNTY AUDITOR, JOYCE TOMPKINS, AS PER ARTICLE 1647, VERNONS TEXAS CIVIL STATUTES, ANNOTATED:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bond and record appointment of County Auditor, Joyce Tompkins, as per article 1647, Vernon's Texas Civil Statues, Annotated. (Recorded in minutes in full)

12. APPROVE OFFICIAL BONDS FOR PRCT. 2 JUSTICE OF THE PEACE GARY FREDRICKSON PRCT. 1 CONSTABLE DAVE RODEN & PRCT. 2 DEP. CONSTABLE RANDY K. DLUHY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Official Bonds for Precinct 2 Justice of the Peace Gary Fredrickson, Prct. 1 Constable Dave Roden and Prct.2 Dep. Constable Randy K. Dluhy. (Recorded in minutes in full)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF SUGAR LAND FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Sugar Land, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy;

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes.

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Sugar Land and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Sugar Land to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Sugar Land a portion of the yearly operating costs of the Law Enforcement Academy, and that this amount will be as established and approved by the Law Enforcement Academy Advisory Board, and that the amount so established and approved shall be based upon the number of sworn Peace Officers employed by the City of Sugar Land.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City of Sugar Land hereby indemnifies and holds the Fort Bend County Law Enforcement Academy, the Fort Bend County Sheriff's Department, Fort Bend County, Texas, and its directors, officers, and employees harmless from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with the activities of the Law Enforcement Academy, its faculty, students, employees, agents, and servants during the term of this agreement. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective

on the 1st day of January, 19 87, and said Agreement will automatically terminate on the 31st day of December, 19 87, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

    Fort Bend County, Texas
    County Courthouse Annex
    Richmond, Texas 77469
    ATTENTION: County Judge Jodie E. Stavinoha

    City of Sugar Land
    City Hall
    Sugar Land, Texas 77478
    ATTENTION: Mayor Walter S. McMeans

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

14. It is expressly understood and agreed that the county will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 12 day of January, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTESTED:
Dianne Wilson
DIANNE WILSON
County Clerk

Gus George
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 16th day of December, 19 86, in duplicate originals by order of the City Counsel of the City of Sugar Land.

CITY OF SUGAR LAND

Walter M. Mean
MAYOR

ATTESTED:
[signature]
CITY SECRETARY

L. B. Rosa
CHIEF OF POLICE
City of Sugar Land

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

CITY OF SUGAR LAND §

I, Glenda Gundermann, City Secretary of the City of Sugar Land, Texas, hereby certify that the foregoing is the true, full and correct copy of City of Sugar Land Resolution No. 86-11, passed December 16, 1986

duly filed in the office of said City of Sugar Land, Texas.

GIVEN, under my hand and seal of said City of Sugar Land, Texas, this 23rd day of December, 1986.

(SEAL)

Glenda Gundermann, City Secretary
City of Sugar Land, Texas

CITY OF SUGAR LAND RESOLUTION NO. 86-11

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY.

WHEREAS, this Interlocal Agreement is made and entered into by, among and between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Sugar Land, acting by and through its duly authorized governing body, hereinafter referred to as "City", and

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy, and

WHEREAS, the governing body of said County has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between the County of Fort Bend and the City of Sugar Land for the purpose of participating in the Fort Bend County Law Enforcement Academy, a copy of such Interlocal Agreement is attached hereto and marked as Exhibit "A".

PASSED AND APPROVED this 16th day of December 1986.

APPROVED:

By Walter S. McMeans
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

William Olson, Jr., Consulting Attorney

0177R

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF SUGAR LAND FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Sugar Land, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy;

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes.

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Sugar Land and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Sugar Land to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Sugar Land a portion of the yearly operating costs of the Law Enforcement Academy, and that this amount will be as established and approved by the Law Enforcement Academy Advisory Board, and that the amount so established and approved shall be based upon the number of sworn Peace Officers employed by the City of Sugar Land.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City of Sugar Land hereby indemnifies and holds the Fort Bend County Law Enforcement Academy, the Fort Bend County Sheriff's Department, Fort Bend County, Texas, and its directors, officers, and employees harmless from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with the activities of the Law Enforcement Academy, its faculty, students, employees, agents, and servants during the term of this agreement. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective

on the 1st day of January, 1987, and said Agreement will automatically terminate on the 31st day of December, 1987, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
ATTENTION: County Judge Jodie E. Stavinoha

City of Sugar Land
City Hall
Sugar Land, Texas 77478
ATTENTION: Mayor Walter S. McMeans

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

14. It is expressly understood and agreed that the county will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 12 day of January, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTESTED:
Dianne Wilson
DIANNE WILSON
County Clerk

Gus George
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 16th day of December, 1986, in duplicate originals by order of the City Counsel of the City of Sugar Land.

CITY OF SUGAR LAND
Walter Gill-Meaux
MAYOR

ATTESTED:
[illegible]
CITY SECRETARY

L. B. Ross
CHIEF OF POLICE
City of Sugar Land

Fort Bend County Children's Protective Services Board
910 Morton
Richmond, Texas 77469

00818

9a)

0032

January 6, 1987

Honorable Judge Jodie Stavinoha & Commissioners
Fort Bend County Commissioner's Court
Richmond, Texas 77469

Dear Judge Stavinoha and Commissioners:

According to the Constitution and By-Laws of Fort Bend County Children's Protective Services, the Advisory Board is to be comprised of ten to fifteen members. At the present time ten members comprise the Board. I am proposing that the following persons be considered for Board Membership:

1. Diane Duncum - Ms. Duncum is a past member of the Advisory Board. She is the President of the Fort Bend Independent School District Board, and has maintained an interest in issues of concern to children. (A resume is furnished for your consideration).

2. Dallas D. Warren - Mr. Warren is a Sargeant on the Rosenberg Police force. He would be a welcome addition to our Board; and it is hoped that his presence would serve to improve the communication between Children's Protective Services and Law enforcement. (A biographical sketch is attached for your consideration.)

3. Mrs. Flo Berkman - Ms. Berkman is also a former Board Member, and continues to be active in Board projects and functions. She has given a great deal of her time and energy to working on behalf of abused and neglected children.

4. Dr. James Boland, M.D. - Dr. Boland is a former President of the Children's Protective Services Board. Since rotating off the Board, Dr. Boland has been actively involved with issues pertaining to Children's Protective Services on the State level. He is a very dedicated individual, who would bring a great deal of knowledge on issues pertaining to children to the Board.

Thank you for your consideration of these four individuals. I feel that their addition to our Board will serve to enhance its functioning.

Sincerely,

Henry Althaus

Henry Althaus
Chairman Fort Bend County Children's
Protective Services Board

Encl:

Diane Duncum (Mrs.John Duncum)

3027 Apple Valley Lane

Missouri City, Texas 77459

(713)437-6500

Objective:

Mrs. Duncum is recommended for a position on the Fort Bend County Children's Protective Services Board.

Qualifications:

Rainbow School Board

Fort Bend Independent School District Board- President

Abilene Christian University Board of Visitors

Past member of Fort Bend County Grand Jury

Past member of the Fort Bend County Children's Protective Services Board

Education:

Abilene Christian University

Personal:

Mrs. Duncum is a very active, well known and highly respected person in this county.

December 11, 1986

Mr. Althaus:

I would like to submit Dallas D. Warren as a potential member of the Children's Protective Services Board. Mr. Warren is presently a Sergeant for the Rosenberg Police Department. He has been a member of the department for the past seven years. In 1979 he was a patrol officer for approximately one month and quickly moved to Sergeant in charge of identification department. He was a patrol sergeant for 4-5 years and none months ago became an administrative Sergeant. His background involves investigative work and developing personnel. Mr. Warren is also an instructor for the Ft.Bend Law Enforcement Commission and a Member of the Board for the Women Refuge Center in Richmond. He is a 1976 Dulles High School graduate and a 1977 graduate of Stephen F. Austin. He also holds an Associate Applied Science degree and Police Administration Degree.

Mr. Warren is very interested in working with the Board and in the interest of taking care of the children in our county. I feel he will be an asset in bringing the two agencies together to improve the rapport between them as well as the community.

I respectfully submit Dalls Warren as a potential new Board Member for the Children's Protective Services.

Sincerely,

Cynthia A Lutts, J.P.

Cynthia A. Lutts RN.

Sergeant D.W. Warren
4720 Reading Rd. #207
Rosenberg
Office # 342-5566

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT, dated the 12 of January 1987, is entered into between FORT BEND COUNTY, TEXAS (hereinafter called "County"), FORT BEND COUNTY DRAINAGE DISTRICT (hereinafter called "District") acting by and through the County Judge and members of the Commissioners Court, and DELOITTE HASKINS & SELLS, Certified Public Accountants (hereinafter called "Auditors"), acting by and through one of its partners.

PRELIMINARY STATEMENT

The County and District desire an examination by independent auditors of their financial statements for the year ended December 31, 1986. The purpose of this Agreement is to set forth the understanding between the County and District and the Auditors regarding the services which the Auditors will perform in this connection.

SERVICES

1. The Auditors agree to serve in the capacity of independent auditors in connection with an examination of the general purpose financial statements of the County and of the District for the year ended December 31, 1986. Such examinations will be made in accordance with generally accepted auditing standards and, accordingly, will include such tests of the accounting records and such other auditing procedures as the Auditors consider necessary in the circumstances. It is understood that such scope does not include a detailed examination of all transactions but rather an examination of statistically selected samples of transactions throughout the year. Auditor will comply with all state, federal and local laws, ordinances, rules and regulations, manuals, guidelines, and standards relating in any way to these audits and its performance hereunder. The objective of such examinations is the expression of the Auditor's opinion on the fairness with which the general purpose financial statements of the County and of the District present financial position and results of operations in conformity with generally accepted accounting principles consistently applied. It is understood that fair presentation is not intended to mean an exact, precise, or true and correct presentation, but rather a presentation that reflects the underlying events and transactions in accordance with generally accepted accounting principles stated within a range of acceptable limits that, in Auditor's judgment, are reasonable and practical to attain in such general purpose financial statements. These limits embody the concept of materiality which involves either qualitative or quantitative characteristics or a combination of both. In assessing the materiality of an item, Auditor will consider its nature,

as well as its relative magnitude and relative financial effect (current and potential) in light of the surrounding circumstances (normal level and trend of revenues and expenditures, liquidity, and solvency). In making the examinations, Auditor will be aware of the possibility that fraud may exist, but it should be recognized that such examinations cannot be relied upon to disclose defalcations and other similar irregularities, although their discovery may result. Auditor will, however, make careful review of the systems of internal accounting control as required by generally accepted auditing standards and inform the Fort Bend County Commissioners Court of material weaknesses, if any, which should be corrected and of recommendations in this respect.

2. Auditors agree, during the course of such examinations, to develop recommendations and suggestions to assist the County Auditor and appropriate County and District officials in improving accounting and administrative controls and increasing the effectiveness of the County's and District's accounting related systems. Such recommendations and suggestions will be set forth in a letter addressed to the County Judge and members of the Commissioners Court to be rendered at the conclusion of the examinations.

3. Auditors agree, as the need arises throughout the year, to counsel with appropriate officials of the County and District concerning accounting matters coming either to the attention of the Auditors or to the County or District.

4. Auditors propose to place Mr. James L. Williams as the partner in charge of such activities for the County and District.

5. Auditors agree to perform such examinations of the general purpose financial statements of the County and of the District for the year ended December 31, 1986, as discussed in paragraph 1 hereof, and, upon completion, the reports of the audits for such year shall be rendered by Auditors to the Fort Bend County Commissioners Court as follows:

   a. General purpose financial statements and supplemental financial information of Fort Bend County, Texas (reporting entity).

   b. General purpose financial statements of Fort Bend County Drainage District.

   c. Commentary Report to Management.

   d. Compliance reports as required by the Single Audit Act of 1984 and OMB Circular A-128.

6. If any special audit procedures or other services, in addition to those specified in numbers 1 through 5 above, are requested by the County or District, including assisting

in the preparation of a bond official statement, such work will be considered as a separate engagement and Auditors agree to do such other services at the following hourly rates, upon written authorization of the County Commissioners Court setting forth the maximum compensation authorized for the same, to-wit:

Partner.....	$210
Manager.....	150
Senior Accountant.....	90
Staff Accountants.....	73
Administrative Staff.....	50

FEES AND EXPENSES

1. In consideration of the foregoing services, the County and District agree to pay Auditors its usual charges for services on the basis of actual time spent at the standard hourly rate established for each person assigned to such work by Auditors. Auditors estimate that such charges, including out-of-pocket expenses, will not exceed $45,200. It is expressly understood that the total aggregate cost of the above-mentioned services and out-of-pocket expenses shall not exceed the sum of $45,200 and the Auditors agree that prior to expenses and/or fees in excess of such amount being incurred, approval for any such excess must be secured from the Commissioners Court of the County.

2. Interim bills for services performed will be rendered by the Auditors on a biweekly basis as the work progresses, and a final bill will be rendered at the conclusion of the engagement and the rendering of the audit reports. The County and District agree to pay such bills within thirty (30) days of the receipt of such bills.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

APPROVED AS TO FORM:

Larry D. Wagenbach
Assistant District Attorney

FUNDS ARE, OR WILL BE AVAILABLE TO MEET THIS OBLIGATION WHEN DUE.

APPROVED:

Joyce Tompkins
Fort Bend County Auditor

FORT BEND COUNTY, TEXAS

By Jodie E. Stavinoha
County Judge

DELOITTE HASKINS & SELLS
Certified Public Accountants

By James L. Williams
Partner

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, heretofore under date of the 1st of January A.D., 1987, by order duly entered, Mrs. Joyce Tompkins was duly and legally appointed County Auditor of Fort Bend County, Texas:

WHEREAS, the provisions of Article 1645, Revised Civil Statutes of the State of Texas, provide that the District Judge or Judges making the appointment and having jurisdiction in the County shall fix and determine the annual salary of said County Auditor:

NOW, THEREFORE, WE Charles A. Dickerson, Judge of the 240th Judicial District of the State of Texas, A. Reagan Clark, Judge of the 268th Judicial District of the State of Texas, and Thomas O. Stansbury, Judge of the 328th Judicial District of the State of Texas acting herein under and by virtue of the the provisions of Article 1645, Revised Civil Statutes of the State of Texas, have, and do hereby fix and determine the salary of Mrs. Joyce Tompkins, County Auditor of Fort Bend County, Texas, to be the same amount now paid or to be paid the Tax Assessor/Collector for said County for the year 1987, beginning with the 1st day of January, 1987. It is hereby ordered that this order be recorded in the minutes of the District Court of Fort Bend County, Texas, and that the Clerk of said Court shall certify same for observance to the Commissioners Court of said County, which shall cause the same to be recorded in the Minutes after said Commissioners Court has, by order duly entered, given its approval and consent to the salary of said County Auditor as hereby fix and determined.

GIVEN UNDER OUR HANDS THIS THE 22nd DAY OF December 1986.

Judge, 240th Judicial District Court

Judge, 268th Judicial District Court

Judge, 328th Judicial District Court

FILED

1986 DEC 31 AM 11:15

LE

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, according to the last approved tax rolls of the County of Fort Bend, State of Texas, the Said County of Fort Bend has a tax valuation of more than Eight Billion Dollars, and

WHEREAS, under Chapter 2 Article 1645, Revised Civil Statutes, it is our duty as Judges of the District Courts of Fort Bend County, Texas to appoint an Auditor for said County "known as County Auditor," and

WHEREAS, Mrs. Joyce Tompkins, of Richmond, Fort Bend County, Texas, has presented to us her application for appointment as such, Auditor, and

WHEREAS, it has been made known to us that the said Mrs. Joyce Tompkins is a woman of good moral character and intelligence, thoroughly competent in public business details, a competent accountant, and has had more than eighteen years experience in auditing and accounting.

NOW THEREFORE, WE Charles A. Dickerson, Judge of the 240th Judicial District Court of Fort Bend County, Texas, A. Reagan Clark, Judge of the 268th Judicial District Court of Richmond, Texas, and Thomas O. Stansbury, Judge of the 328th Judicial District Court of Richmond, Texas, by Virtue of the authority vested in us by the Statutes above referred to, do herenow nominate and appoint the said Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, Texas. Said appointment to take effect on and after January 1, 1987, upon the Said Mrs. Joyce Tompkins taking the oath and giving bond to the terms of the law.

GIVEN UNDER OUR HANDS AT RICHMOND, TEXAS THE 22nd DAY OF December 1986.

C. Dickerson

Judge, 240th Judicial District Court

A. Reagan Clark

Judge, 268th Judicial District Court

T. Stansbury

Judge, 328th Judicial District Court

FILED

1986 DEC 31 AM 11:15

L.E.

STATE OF TEXAS

COUNTY OF FORT BEND

The Foregoing bond of Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, State of Texas, this day approved by Charles A. Dickerson, District Judge, 240th Judicial District, A. Reagan Clark, District Judge, 268th Judicial District, and Thomas O. Stansbury, District Judge, 328th Judicial District.

Date: 12-30-86

Charles A. Dickerson, District Judge
240th Judicial District

A. Reagan Clark, District Judge
268th Judicial District

Thomas O. Stansbury, District Judge
328th Judicial District

ATTEST:

Irene Wlaczyk Clerk

District Court, Fort Bend County, Texas

By Lydia Eicher, Deputy

FILED
1986 DEC 31 AM 11: 13
L.E.

Texas

00827

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Ft. Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12663650

That we, Joyce Tompkins, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Judges of 240th, 260th, & 328th, his successors in office, in the sum of[2] Five Thousand and No/100---------- ($5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 1987, duly Appointed (Elected-Appointed) to the office of County Auditor in and for[3] Ft. Bend County, State of Texas, for a term of Two years commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~XXXXXXXXX~~

then this obligation to be void, otherwise to remain in full force and effect.

FILED
1986 DEC 31 AM 11:17

Joyce Tompkins
Principal

WESTERN SURETY COMPANY

By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, SIDONIA N. PARCHMAN on this day, personally appeared JOYCE TOMPKINS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ SHE executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at RICHMOND, Texas, this 22nd day of DECEMBER, 19 86.

Sidonia N. Parchman

SEAL

MY COMMISSION EXPIRES Jan 31 1989

FORT BEND County, Texas

862A—7-80

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Joyce Tompkins, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of County auditor, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Joyce Tompkins

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Dianne Wilson Clerk
County Court Fort Bend County

Date January 12, 19 87
Jodie E. Klavinoha County Judge,
Fort Bend County, Texas

THE STATE OF TEXAS
County of _____ } ss

THE STATE OF TEXAS
County of _____ } SS

00829

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 19___, with its certificates of authentication, was filed for record in my office the _____ day of _____, 19___, at _____ o'clock ____ M., and duly recorded the _____ day of _____, 19___, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any county."
County Judge	*$1,000.-10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
County Clerk	*$2,000.-10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, as voluntary payments or otherwise."
Auditor	$5,000. & up	District Judge(s)	District Judge(s)	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of said court."
District Clerk	$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office."
County School Superintendent	$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*$500.-10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of his office."
Hide and Animal Inspector	*$1,000.-10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	‡$5,000.-30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise."
Assessor and Collector of Taxes (State Bond)	10% of State Tax in County not to exceed $50,000	Governor	Commissioner's Court & Comptroller	7247	"For the faithful performance of the duties of his office as Assessor and Collector of taxes for and during the full term for which he was elected or appointed."
Assessor and Collector of Taxes (County Bond)	Not less than 10% of County tax as shown by the last preceding assessment not to exceed $50,000.	County Judge	Commissioner's Court	7249	"Same as State Bond."
County Commissioners	$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	$500.-1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."
Public Weigher	*$2,500.-5,000.	County Judge	Commissioner's Court	5688 and 5998	"Upon the faithful and impartial performance of the duties of his office."

*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
‡In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.
3. If precinct insert the number.
4. Conditions.

OATH OF OFFICE

I, Joyce Tompkins, do solemly swear, that I will faithfully execute the duties of the office of County Auditor of Fort Bend County, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States! and I furthermore solemly swear, that I have not directly nor indirectly paid, offered or promised to pay, contributed, nor promise to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

I furthermore solemly swear, in addition to the forgoing, that I am in every way qualified to act as County Auditor of Fort Bend County, Texas under the provisions and requirements of Title 34 of Vernon's Revised Civil Statutes of Texas; I furthermore solemly swear that I will not be directly or indirectly, interested in any contract with, claim against Fort Bend County, except such warrants as may issue to me as fees of office; and that I have heretofore held the following positions of private trust and public trust, to wit; Assistant County Auditor of Fort Bend County, Texas, October 17, 1966 through June 18, 1972; and Acting County Auditor, June 19, 1972 through December 31, 1972, and County Auditor, January 1, 1973 through December 31, 1986.

Joyce Tompkins
Joyce Tompkins

Sworn to and subscribed before me at Richmond, Texas, this the 31 day of December, 1986.

Irene Wlecszyk
District Clerk
Fort Bend County, Texas
By Lydia Eicher, Deputy

FILED
1986 DEC 31 AM 11: 15
L.E.

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, heretofore under date of the 1st of January A.D., 1987, by order duly entered, Mrs Joyce Tompkins was duly and legally appointed County Auditor of Fort Bend County, Texas:

WHEREAS, the provisions of Article 1645, Revised Civil Statutes of the State of Texas, provide that the District Judge or Judges making the appointment and having jurisdiction in the County shall fix and determine the annual salary of said County Auditor:

NOW, THEREFORE, WE Charles A. Dickerson, Judge of the 240th Judicial District of the State of Texas, A. Reagan Clark, Judge of the 268th Judicial District of the State of Texas, and Thomas O. Stansbury, Judge of the 328th Judicial District of the State of Texas acting herein under and by virtue of the the provisions of Article 1645, Revised Civil Statutes of the State of Texas, have, and do hereby fix and determine the salary of Mrs. Joyce Tompkins, County Auditor of Fort Bend County, Texas, to be the same amount now paid or to be paid the Tax Assessor/Collector for said County for the year 1987, beginning with the 1st day of January, 1987. It is hereby ordered that this order be recorded in the minutes of the District Court of Fort Bend County, Texas, and that the Clerk of said Court shall certify same for observance to the Commissioners Court of said County, which shall cause the same to be recorded in the Minutes after said Commissioners Court has, by order duly entered, given its approval and consent to the salary of said County Auditor as hereby fix and determined.

GIVEN UNDER OUR HANDS THIS THE 22 DAY OF December 1986.

Judge, 240th Judicial District Court

Judge, 268th Judicial District Court

Judge, 328th Judicial District Court

FILED

1986 DEC 31 AM 11:15

LE

STATE OF TEXAS

COUNTY OF FORT BEND

The Foregoing bond of Mrs. Joyce Tompkins, County Auditor in and for Fort Bend County, State of Texas, this day approved by Charles A. Dickerson, District Judge, 240th Judicial District, A. Reagan Clark, District Judge, 268th Judicial District, and Thomas O. Stansbury, District Judge, 328th Judicial District.

Date: 12-30-86

Charles A. Dickerson, District Judge
240th Judicial District

A. Reagan Clark, District Judge
268th Judicial District

Thomas O. Stansbury, District Judge
328th Judicial District

ATTEST:

Irene Wlaczyk Clerk

District Court, Fort Bend County, Texas

By Lydia Eicher, Deputy

FILED
1986 DEC 31 AM 11: 13
L.E.

Texas

00833

Western Surety Company

0032

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Ft. Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 12663650

That we, Joyce Tompkins, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Judges of 240th, 260th, & 328th, his successors in office, in the sum of[2] Five Thousand and No/100---------- ($5,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of October, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 1987, duly Appointed (Elected-Appointed) to the office of County Auditor in and for[3] Ft. Bend County, State of Texas, for a term of Two years commencing on the 1st day of January, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~ XXXXXXXXX

then this obligation to be void, otherwise to remain in full force and effect.

FILED
1986 DEC 31 AM 11:17

Joyce Tompkins
Principal

WESTERN SURETY COMPANY

By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FORT BEND } ss

Before me, SIDONIA N. PARCHMAN on this day, personally appeared JOYCE TOMPKINS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ~~he~~ SHE executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at RICHMOND, Texas, this 22nd day of DECEMBER, 19 86.

Sidonia N. Parchman

SEAL

FORT BEND COUNTY, TEXAS
MY COMMISSION EXPIRES Jan 31 19 87

FORT BEND County, Texas

862A—7-80

(12) 00834

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

0032

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF-12747980

That we, Randy K. Dluhy, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Precinct 2, Fort Bend County, his successors in office, in the sum of[2] One Thousand Five Hundred Dollars ($ 1,500.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 18th day of December, 1986.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 18th day of December, 1986, duly appointed (Elected-Appointed) to the office of Deputy Constable for a term of one year beginning the 18th day of Dec. 1986 and ending the 18th day of Dec. 1986, in and for[3] Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect.

(X) Randy K. Dluhy
Principal

WESTERN SURETY COMPANY

By J. R. Kirby
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of FortBend } ss

Before me, Suzanne P. Schulze, on this day, personally appeared Randy K. Dluhy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Rosenberg, Texas, this 16th day of December, 1986.

Suzanne P. Schulze

SEAL

Fort Bend County, Texas

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 — 8-84

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. OFF- 12744462

That we, David L. Roden, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] the Governor, his successors in office, in the sum of[2] ONE THOUSAND FIVE HUNDRED DOLLARS andno/100-----($1,500.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 6th day of January, 1987.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January, 19 87, duly appointed (Elected-Appointed) to the office of Constable Precinct #1 for a term of 2 years beginning the 1st day of January 19 87 and ending the 31st day of December 19 88, in and for[3] Fort Bend County County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, ~~and shall~~[4]

then this obligation to be void, otherwise to remain in full force and effect.

Principal

WESTERN SURETY COMPANY

By _____ President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Ana McGee on this day, personally appeared David L. Roden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Richmond, Texas, this 7 day of January, 1987.

Ana McGee 3-13-88

SEAL

Fort Bend County, Texas

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 — 8-84

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

(12) 00836

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of FORT BEND } ss

KNOW ALL MEN BY THESE PRESENTS: BOND No. 18062710

That we, GARY FREDERICKSON, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] FORT BEND COUNTY JUDGE, his successors in office, in the sum of[2] --------ONE THOUSAND AND NO/100-------- ($ 1,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 1st day of OCTOBER, 19 86.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, 19___, duly ELECTED (Elected-Appointed) to the office of JUSTICE OF PEACE in and for[3] FORT BEND County, State of Texas, for a term of FOUR years commencing on the 1st day of JANUARY, 19 87.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4] faithfully and impartially discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."

then this obligation to be void, otherwise to remain in full force and effect.

Gary Frederickson
Principal

WESTERN SURETY COMPANY

By Joe Kirby
JOE P. KIRBY, PRESIDENT

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Gary Frederickson on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Needville, Texas, this 31st day of December, 1986

Karen Sue Todd
Fort Bend County, Texas
My commission expires 9/5/88

SEAL

862A—7-80

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

13. APPROVE 1987 HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES:

Moved by Commissioner Denham to approve the following 1987 Holiday Schedule as follows:

Texas Independence - March 2
Good Friday - April 17
Memorial Day - May 25
4th of July - July 3
Fair Day - September 25
Veterans Day - November 11
Thanksgiving - November 26-27
Christmas - December 24 ½ day & 25
New Year - January 1, 1988

and one floating holiday not to exceed 50% of staff off on that day, at the discretion of the Department Head.

Motion failed due to lack of a second.

Moved by Commissioner Denham to approve resolution as presented to observe the third Monday of January, a county holiday to honor Martin Luther King , Jr., motion failed due to lack of a second.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, it is ordered to approve the 1987 Holiday Schedule as follows:

March 2
April 17
May 25
July 3
September 7
September 25
November 11
November 26 & 27
December 24 ½ day & 25
January 1, 1988

Maxson Barnett request that the court reconsider approving the floating holiday.

Moved by Commissioner Denham to substitute motion and approve a floating holiday at the discretion of the department head not to exceed 50% of the work force.

Motion failed due to lack of a second.

14. SET MILEAGE REIMBURSEMENT RATE FOR COUNTY EMPLOYEES FOR 1987:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set mileage reimbursement rate at 20.5 cents for county employees for 1987, effective January 12, 1987.

15. CONSIDER CLOSING A PORTION OF CANAL RD. IN PRECINCT 3 FOR PAVING:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve closing a portion of Canal Rd. at FM1093 in Precinct 3 for paving, effective January 12, 1987 at no cost to the county.

Ed Odem representing MUD #50 request closing 4000 feet of Canal Rd. for paving.

16. CONSIDER ADVERTISING FOR BIDS FOR A MULTI TELEPHONE LINE AND RADIO RECORDER, WITH O TWITHOUT TRADE-IN; AND FOR AN AUTOMATIC GRADE CONTROL FOR BLOW KNOX LAYDOWN MACHINE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put

Proposed County Holidays 1987-88

By Commissioner Ben G. Denham

Fort Bend County Pct #2

Texas Indep	Monday	March 2, 1987
Good Friday	Friday	April 17, 1987
~~Texas Sesquicentennial Day~~	~~Tuesday~~	~~April 21, 1987~~
Memorial Day	Monday	May 25, 1987
Independence Day	Friday	July 3, 1987
Labor Day	Monday	September 7, 1987
Fair Day	Friday	September 25, 1987
Veterans Day	Wednesday	November 11, 1987
Thanksgiving Holidays	Thursday & Friday	November 26 & 27, 1987
Christmas Holidays	Thursday & Friday	December 24½day & 25, 1987
New Years Day '88	Friday	January 1, 1988
~~Floater Holiday~~		

and unanimously carried, it is ordered to approve advertising for bids for a multi telephone line and radio recorder with or without trade-in.

Daniel Kosler, EMS Director request multi telephone lines.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for automatic grade control for Blaw Knox laydown machine for Fort Bend County.

17. CONSIDER APPROVAL OF WESTMOOR DRIVE REALIGNMENT IN WEST OAKS VILLAGE SUBDIVISION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Westmoor Drive realignment in West Oaks Village Subdivision in Precinct 3. (Recorded in minutes in full)

Nick Ozuna request realignment of Westmoor Dr.

18. CONSIDER PETITIONS FOR AND AGAINST CHANGING NAME OF STRAZNICKY RD. IN PRECINCT 2 AND SET PUBLIC HEARING DATE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept petitions for and against changing name of Straznicky Rd. in Precinct 2 and set public hearing for January 26, 1987 at 10:00 a.m. (Recorded in minutes in full)

19. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $1,830 TO THE NATIONAL ASSOCIATION OF COUNTIES FOR DUES:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $1,830 to the National Association of Counties for dues. (Recorded in minutes in full)

20. 10:00 A.M.- HOLD PUBLIC HEA NG ON THE PROPOSED ABANDONMENT OF A PORTION OF LAKE DRIVE IN PRECINCT 3 AND CONSIDER TAKING ACTION ON SAME:

Mike Balog representing Mr.& Mrs. Charles Miles, landowners request abandonment of a portion of Lake Dr..

Stanley Kurcherka, County Engineer, request easement along Buffalo Bayou be dedicated to Fort Bend County.

No public opposition.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to allow County Engineer to appoint an appraiser for the purpose of abandonment of a portion of Lake Dr. (Recorded in minutes in full)

21. CONSIDER RESERVED PARKING PLACES FOR COUNTY OFFICIALS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to deny reserved parking places for County officials.

1700840

COUNTY OF FORT BEND

Engineering Department

0032

Stanley L. Kucherka, Jr. P. E.
Fort Bend County Engineer

P. O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

December 1, 1986

Larry Wagenbach
400 S. Sixth Street
Richmond, Texas 77469

Attention: Mark Price

Re: Exchange of right-of-way for proposed Westmoore Drive

Dear Mr. Price,

We have reviewed the documents and plats for the alignment and construction of Westmoor Drive by Brentwood Development Company near Clodine. This is a proposed road through a proposed development and the new alignment covers slightly less distance through this development. There is only a difference of 0.0824 acres and I feel that the new alignment in the future would be better for Fort Bend County. The difference in acreage is minimal and the distance is slightly reduced so that the eventual maintenance costs to Fort Bend County would be slightly reduced.

This proposed Westmoor Drive is in a presently undeveloped tract and is only a slight realignment of the previously proposed alignment. There is very little difference in acreage and the eventual maintenance cost to Fort Bend County will be reduced.

If you need any additional information, please let me know.

Sincerely,

Stanley L. Kucherka, Jr., P.E.
County Engineer

SLKjr/jm

AGREEMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "County" and by and through Brentwood Development Company, a Texas joint venture, hereinafter referred to as "Brentwood Development Company" and Big Bucks LTD., a Texas limited partnership, hereinafter referred to as "Big Bucks".

WHEREAS, Brentwood Development Company and Big Bucks desire to dedicate a portion of land, described in Exhibits "A" and "B" attached hereto, respectively to the County, and the County desires to abandon the land described in Exhibit "C" attached hereto ("Old Westmoor Drive Right-of-Way");

WHEREAS, Brentwood Development Company and Big Bucks further desire to construct all improvements for Westmoor Drive within the land described in Exhibit "C";

WHEREAS, it is the desire of the County, Brentwood Development Company and Big Bucks that this agreement is subject to the terms, conditions, and requirements of Article 5421c-12, Vernon's Texas Civil Statutes; and,

WHEREAS, Brentwood Development Company and Big Bucks agree that, the property to be exchanged described in Exhibits "A" and "B" is equal to or greater than the fair market value of the property described in Exhibit "C".

NOW, THEREFORE, in consideration of mutual understandings and agreements set forth herein, the County, Brentwood Development Company and Big Bucks agree as follows:

1. Brentwood Development Company and Big Bucks shall dedicate the land described in Exhibits "A" and "B" attached hereto to County for the Westmoor Drive Right-of-Way, and County shall abandon and

exchange the property described in Exhibit "C" attached hereto in consideration of the dedication by Brentwood Development Company and Big Bucks.

2. The terms and conditions of the exchange are subject to the terms and conditions of Article 5421c-12, Vernon's Texas Civil Statutes.

3. Brentwood Development Company and Big Bucks shall construct improvements on the land described in Exhibit "A" and Exhibit "B" attached hereto.

4. County may, after the construction of the improvements on the land described in Exhibits "A" and "B" attached hereto has been completed and the same has been certified by the County Engineer to meet county standards, accept said improvements into the County Road Maintenance System.

5. Once the improvements to Westmoor Drive are completed by Big Bucks and Brentwood Development Company and accepted by the Fort Bend County Commissioners' Court, the County will maintain said improvements at its own cost and expense.

6. County, Brentwood Development Company and Big Bucks agree to execute and deliver all further instruments and documents, and to take all further action that may be necessary or desirable, in order to properly dedicate Westmoor Drive and abandon Old Westmoor Drive Right-of-Way.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha

Name: JODIE STAVINOHA

Title: County Judge

Date: January 12, 1987

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

BRENTWOOD DEVELOPMENT COMPANY,
a Texas joint venture

By: ROBANIE DEVELOPMENT
a Joint Venturer

By: James T. Price
Name: JAMES T. Price
Title: President
Date: 1/2/87

By: BARKLEY SERVICES, INC.,
a Joint Venturer

By: E. Cummins Jr
Name: E.J. Cummins Jr
Title: Pres
Date: 1/2/87

BIG BUCKS, LTD., a Texas
limited partnership

By: E. Cummins Jr
Name: E.J. Cummins, Jr
Title: General Partner
Date: 1/2/87

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on 2nd JAN. 1987, by James T Price, President of Robanie Development Company, a joint venturer of BRENTWOOD DEVELOPMENT COMPANY, a Texas joint venture, on behalf of said joint venture.

(SEAL)

Anita Weatherford
Notary Public in and for
the State of T E X A S

My commission expires:
11/10/90

ANITA WEATHERFORD
Name typed or printed

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on Jan 2, 1987, by E.J. Cummins Jr, President of Barkley Services, Inc., a joint venturer of BRENTWOOD DEVELOPMENT COMPANY, a Texas joint venture, on behalf of said joint venture.

(SEAL)

Anita Weatherford
Notary Public in and for
the State of T E X A S

My commission expires:
11/10/90

ANITA WEATHERFORD
Name typed or printed

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before my on Jan 2, 1987, by E. J. Cummins, Jr, General Partner of BIG BUCKS, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Anita Weatherford
Notary Public in and for the State of T E X A S

My commission expires: 1/10/90

ANITA WEATHERFORD
Name typed or printed

FILED

'87 JAN 14 P3:39

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the records of Fort Bend County, Texas as stamped hereon by me.

JAN 16 1987

County Clerk, Fort Bend Co., Tex.

8702707

1911 2177

00845

0032

PUBLIC ROAD RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT BIG BUCKS, LTD., hereinafter referred to as "Grantor", for and in consideration of Ten and No/100 ($10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby DEDICATE unto the Public an easement for public road and right-of-way purposes, over, along, upon and across the parcel of land described in the attached Exhibit "A".

This conveyance is made and accepted subject to any and all matters of record affecting said easement, and is further made and accepted subject to the right of Grantor, its successors and assigns, to use the easement for any and all purposes not inconsistent with the rights herein granted, including the dedication of other easements.

TO HAVE AND TO HOLD the above described easement together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Public, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend the said easement unto the Public, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be signed by Robert Beamon, this 15th day of May, ~~1984~~. 1985

GRANTOR:

BIG BUCKS, LTD.

By: _____
Name: Robert Beamon
Its: General Partner

return to [illegible]

1911 2178

00846

0032

STATE OF TEXAS §
§
COUNTY OF HARRIS §

85 This instrument was acknowledged before me on March 15, 1984 by Robert Beaman as General Partner on behalf of Big Bucks, Ltd..

Margaret Weber
Notary in and for the
State of T E X A S
MARGARET WEBER
Name typed or printed

My commission expires:
2-13-89

(SEAL)

May 3, 1984

AS PER ORIGINAL

BIG OAK MUNICIPAL UTILITY DISTRICT
WESTMOOR DRIVE
PROPOSED REALIGNMENT
1.0685 ACRES

Being 1.0685 acres of land situated in the Day Land and Cattle Company Survey, Abstract No. 451 and the Benjamin Osbourne Survey, Abstract No. 390, Fort Bend County, Texas, out of that certain 202.886 acre tract of land conveyed to S/C Management 99 Ltd. by deed recorded in Volume 565, Page 799 of the Fort Bend County Deed Records (F.B.C.D.R.), said 1.0685 acre tract being more fully described as follows:

COMMENCING at a fence post marking the southwest corner of said S/C Management 99 Ltd. tract, said fence post also being the southwest corner of that certain fifty (50) foot wide strip of land conveyed to the public for Bellaire Boulevard right-of-way described as Tract II in instrument recorded in Volume 614, Page 389, F.B.C.D.R.;

THENCE N 00°54'30" W, along the west boundary line of said S/C Management 99 Ltd. tract 50.00 feet to a point;

THENCE N 89°47'42" E, along the north right-of-way line of the aforesaid Bellaire Boulevard, 513.00 feet to the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE N 00°12'18" W, 300.00 feet to the point of curvature of a curve to the right;

THENCE in a northeasterly direction with said curve to the right having a radius of 2000.00 feet, a central angle of 11°24'11" and a long chord which bears N 05°29'48" E for 397.39 feet, an arc distance of 398.04 feet to the point of tangency of said curve;

THENCE N 11°11'53" E, 100.00 feet to the point of curvature of a curve to the left;

THENCE in a northeasterly direction with said curve to the left having a radius of 2000.00 feet, a central angle of 03°52'14" and a long chord which bears N 09°15'46" E for 135.08 feet, an arc distance of 135.11 feet to the point of tangency of said curve;

THENCE S 82°40'21" E, 50.00 feet to a point for the northeast corner of the herein described tract;

THENCE in a southwesterly direction with a curve to the right having a radius of 2050.00 feet, a central angle of 03°52'14" and a long chord which bears S 09°15'46" W for 138.46 feet, an arc distance of 138.49 feet to the point of tangency of said curve;

EXHIBIT "A"

1911 2180

AS PER ORIGINAL

00848

0032

THENCE S 11°11'53" W, 100.00 feet to the point of curvature of a curve to the left;

THENCE in a southwesterly direction with said curve to the left having a radius of 1950.00 feet, a central angle of 11°24'11" and a long chord which bears S 05°29'48" W, for 387.45 feet, an arc distance of 388.09 feet to the point of tangency of said curve;

THENCE S 00°12'18" E, 290.00 feet to a point for corner;

THENCE S 45°12'18" E, 14.14 feet to a point for the southeast corner of the herein described tract, said point being on the north right-of-way line of the aforesaid Bellaire Boulevard;

THENCE S 89°47'42" W, along the north right-of-way line of said Bellaire Boulevard, 60.00 feet to the POINT OF BEGINNING, containing a computed area of 1.0685 acres of land.

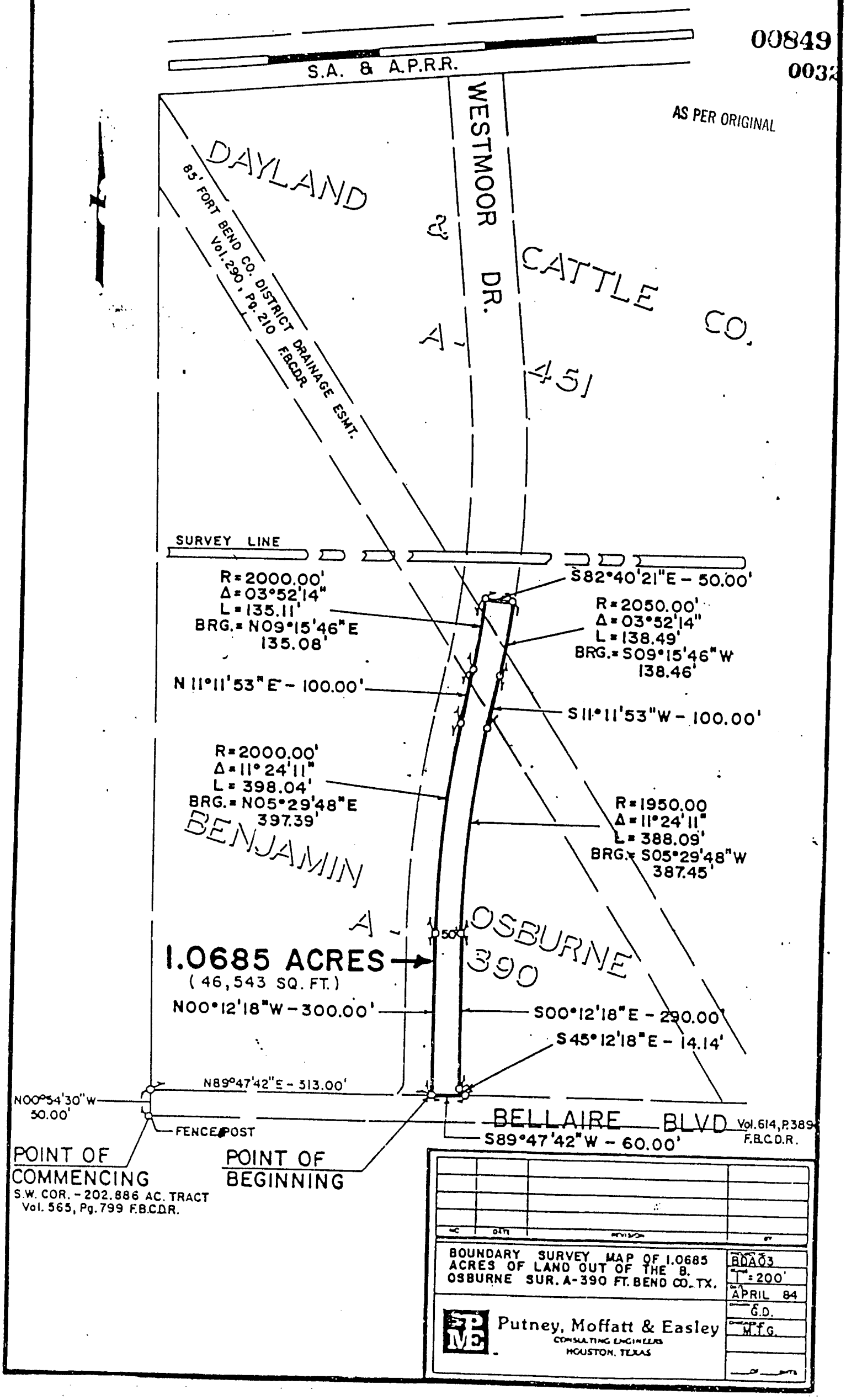
STATE OF TEXAS
SAMUEL M. TILOTTA
3601
REGISTERED
PUBLIC SURVEYOR

PUTNEY, MOFFATT & EASLEY
CONSULTING ENGINEERS

Samuel M. Tilotta
Registered Public Surveyor No. 3601

00849
0032

AS PER ORIGINAL



8702706

PUBLIC ROAD RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT BRENTWOOD DEVELOPMENT COMPANY, hereinafter referred to as "Grantor", for and in consideration of Ten and No/100 ($10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, does hereby DEDICATE unto the Public an easement for public road and right-of-way purposes, over, along, upon and across the parcel of land described in the attached Exhibit "A".

This conveyance is made and accepted subject to any and all matters of record affecting said easement, and is further made and accepted subject to the right of Grantor, its successors and assigns, to use the easement for any and all purposes not inconsistent with the rights herein granted, including the dedication of other easements.

TO HAVE AND TO HOLD the above described easement together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Public, and Grantor does hereby bind itself, its successors and assigns to Warrant and Forever Defend the said easement unto the Public, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be signed by JAMES T. PRICE, this 1st day of MARCH, 1985.

GRANTOR:

BRENTWOOD DEVELOPMENT COMPANY,
a Texas general partnership

By: Robanie Development Company,
a General Partner

By: James T. Price
Name: JAMES T. PRICE
Its: PRESIDENT

By: Barkley Services, Inc.,
a General Partner

By: _____
Name: E.J. CUMMINS, JR.
Its: PRESIDENT

GRANTEE:
6750 West Loop South
Suite 150
Bellaire, Texas 77401

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 1st, 1984 by JAMES T. PRICE, PRESIDENT of Robanie Development Company, a General Partner of BRENTWOOD DEVELOPMENT COMPANY.

(SEAL)

Notary Public in and for
the State of Texas

My Commission Expires:
9-21-85

JOAN D. DUGAN
Name Typed or Printed

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on MARCH 1st, 1984 by E. J. CUMMINS, JR., PRESIDENT of Barkley Services, Inc., a General Partner of BRENTWOOD DEVELOPMENT COMPANY.

(SEAL)

Notary Public in and for
the State of Texas

My Commission Expires:
9-21-85

JOAN D. DUGAN
Name Typed or Printed

May 3, 1984

AS PER ORIGINAL

BIG OAK MUNICIPAL UTILITY DISTRICT
WESTMOOR DRIVE
PROPOSED REALIGNMENT
3.3281 ACRES

Being 3.3281 acres of land situated in the Day Land and Cattle Company Survey, Abstract No. 451 and the Benjamin Osbourne Survey, Abstract No. 390, Fort Bend County, Texas, out of that certain 202.886 acre tract of land conveyed to S/C Management 99 Ltd. by deed recorded in Volume 565, Page 799 of the Fort Bend County Deed Records (F.B.C.D.R.), said 3.3281 acre tract being more fully described as follows:

COMMENCING at a fence post marking the southwest corner of said S/C Management 99 Ltd. tract, said fence post also being the southwest corner of that certain fifty (50) foot wide strip of land conveyed to the public for Bellaire Boulevard right-of-way described as Tract II in instrument recorded in Volume 614, Page 389, F.B.C.D.R.;

THENCE N 00°54'30" W, along the west boundary line of said S/C Management 99 Ltd. tract 50.00 feet to a point;

THENCE N 89°47'42" E, along the north right-of-way line of the aforesaid Bellaire Boulevard, 453.00 feet to the POINT OF BEGINNING and the Southwest corner of the herein described tract;

THENCE N 44°47'42" E, 14.14 feet to a point for corner;

THENCE N 00°12'18" W, 290.00 feet to the point of curvature of a curve to the right;

THENCE in a northeasterly direction with said curve to the right having a radius of 2050.00 feet, a central angle of 11°24'11" and a long chord which bears N 05°29'48" E for 407.32 feet, an arc distance of 407.99 feet to the point of tangency of said curve;

THENCE N 11°11'53" E, 100.00 feet to the point of curvature of a curve to the left;

THENCE in a northeasterly direction with said curve to the left having a radius of 1950.00 feet, a central angle of 16°00'40" and a long chord which bears N 03°11'33" E for 543.15 feet, an arc distance of 544.92 feet to the point of tangency of said curve;

THENCE N 04°48'47" W, 557.22 feet to a point for the northwest corner of the herein described tract on the south right-of-way line of the San Antonio and Aransas Pass Railroad Company 100 foot wide right-of-way, said point also being N 85°11'13" E, 535.09 feet from a 1/2 inch iron rod marking the northwest corner of the aforesaid S/C Management 99 Ltd. tract;

THENCE N 85°11'13" E, along the south line of said San Antonio and Aransas Pass Railroad Company right-of-way and the north line of said S/C Management 99 Ltd. tract, 100.00 feet to a point for the northeast corner of the herein described tract;

THENCE S 04°48' 47" E, 557.22 feet to the point of curvature of a cure to the right;

EXHIBIT "A"

AS PER ORIGINAL

THENCE in a southwesterly direction with a curve to the right having a radius of 2050.00 feet, a central angle of 12°08'26" and a long chord which bears S 01°15'26" W for 433.57 feet, an arc distance of 434.38 feet to a point for corner;

THENCE N 82°40'21" W, 50.00 feet to a point for corner;

THENCE in a southwesterly direction with a curve to the right having a radius of 2000.00 feet, a central angle of 03°52'14" and a chord which bears S 09°15'46" W for 135.00 feet, an arc distance of 135.11 feet to the point of tangency of said curve;

THENCE S 11°11'53" W, 100.00 feet to the point of curvature of a curve to the left;

THENCE in a southwesterly direction with said curve to the left having a radius of 2000.00 feet, a central angle of 11°24'11" and a long chord which bears S 05°29'48" W, for 397.39 feet, an arc distance of 398.04 feet to the point of tangency of said curve;

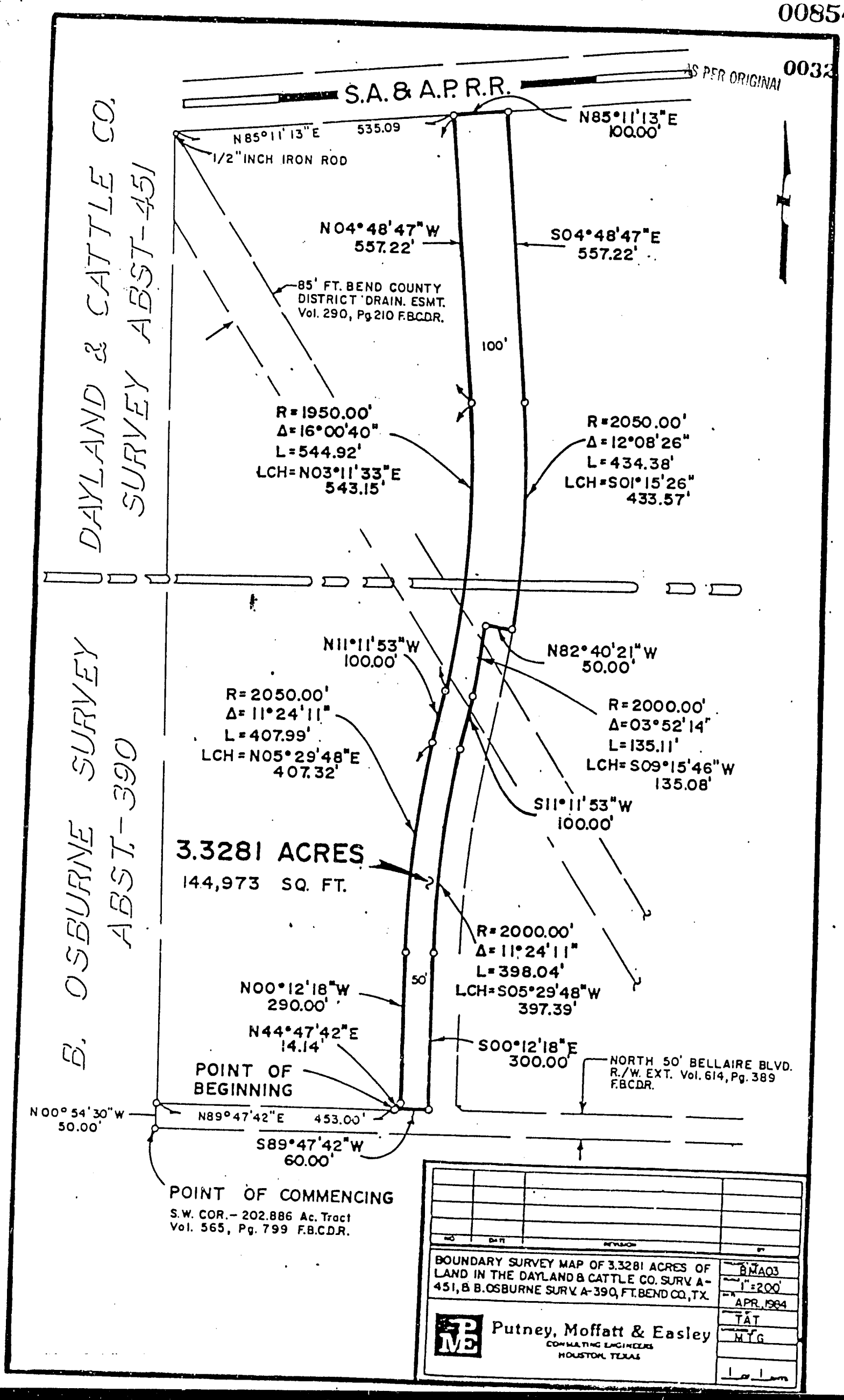
THENCE S 00°12'18" E, 300.00 feet to a point for the southeast corner of the herein described tract, said point being on the north right-of-way line of the aforesaid Bellaire Boulevard;

THENCE S 89°47'42" W, along the north right-of-way line of said Bellaire Boulevard, 60.00 feet to the POINT OF BEGINNING, containing a computed area of 3.3281 acres of land.

PUTNEY, MOFFATT & EASLEY
CONSULTING ENGINEERS

STATE OF TEXAS
SAMUEL M. TILOTTA
3601
REGISTERED PUBLIC SURVEYOR

Samuel M. Tilotta
Registered Public Surveyor No. 3601


0032
AS PER ORIGINAL
S.A. & A.P. R.R.
N85°11'13"E
100.00'
N85°11'13"E 535.09
1/2" INCH IRON ROD
DAYLAND & CATTLE CO.
SURVEY
ABST-451
N04°48'47"W
557.22'
S04°48'47"E
557.22'
85' FT. BEND COUNTY
DISTRICT DRAIN. ESMT.
Vol. 290, Pg. 210 F.B.C.D.R.
100'
R=1950.00'
Δ=16°00'40"
L=544.92'
LCH=N03°11'33"E
543.15'
R=2050.00'
Δ=12°08'26"
L=434.38'
LCH=S01°15'26"
433.57'
B. OSBURNE SURVEY
ABST-390
N11°11'53"W
100.00'
N82°40'21"W
50.00'
R=2050.00'
Δ=11°24'11"
L=407.99'
LCH=N05°29'48"E
407.32'
R=2000.00'
Δ=03°52'14"
L=135.11'
LCH=S09°15'46"W
135.08'
S11°11'53"W
100.00'
3.3281 ACRES
144,973 SQ. FT.
R=2000.00'
Δ=11°24'11"
L=398.04'
LCH=S05°29'48"W
397.39'
50'
N00°12'18"W
290.00'
N44°47'42"E
14.14'
S00°12'18"E
300.00'
POINT OF
BEGINNING
NORTH 50' BELLAIRE BLVD.
R./W. EXT. Vol. 614, Pg. 389
F.B.C.D.R.
N00°54'30"W
50.00'
N89°47'42"E 453.00'
S89°47'42"W
60.00'
POINT OF COMMENCING
S.W. COR.- 202.886 Ac. Tract
Vol. 565, Pg. 799 F.B.C.D.R.
NO. DATE REVISION BY
BOUNDARY SURVEY MAP OF 3.3281 ACRES OF LAND IN THE DAYLAND & CATTLE CO. SURV. A-451, & B. OSBURNE SURV. A-390, FT. BEND CO., TX.
BMA03
1"=200'
APR. 1984
TAT
MTG
Putney, Moffatt & Easley
CONSULTING ENGINEERS
HOUSTON, TEXAS

(18)

December 18, 1986

Mr. Noto:

When we returned from vacation in the second week of October, 1986, there was a name on the road by our house -- "Straznicky", well, I questioned it by calling the Barn and Wesley Oberhoff told me it was named that because Mr. Straznicky donated land. That made me research the deed of records at the County Courthouse. I came up with the line of owners, beginning with: I. C. & B. A. Davis to S. H. Davis to August Miller to Krause to Gerken and finally to Albert Gerken. I have copies of all attached labeled Exhibits A.

This should prove my point that this road should not be named Straznicky.

Ruby Gerken + Albert

December 23, 1986

Re: Attached petition on Stranznicky Rd.

Commissioner Denham;

I talked to Mr. R.J. Straznicky of 10515 Warnecke Rd (phone 793-4400) who lives at the very dead end of Straznicky Rd. He stated that the road was being maintained as far back in time as Mr. Tom Snedecor's administration and that Mr. Straznicky purchased the first gravel that was applied to the road at a cost of $510.00. He also stated the road in question was dedicated by Mr. I.C. Davis and done so in the early 1900's Mr. Straznicky has lived on his land for 74 years.

I talked to Wesley Oberhoff and he verified the call from Ms. Gerken but stated to her that possibly Mr. Straznicky had donated the road but he was not sure how the road got its name. Mr. Ervin Oberhoff stated that as long as he can remember the road was always refered to as Straznicky. The petitioners are suggesting a road name change to "Wagon Road" Mr. Strazmicky nor Mr Ervin Oberhoff has ever heard the road refered to as " Wagon Road". There is a "Wagon Run Road" in the County Roll Log. The road is in Precinct #4, in the Simonton Area.

Mrs. Gerken has provided me with deed instruments to prove that Mr. Straznicky never owned the road. She is right, but the deeds also reveal that Mr. August Miller, Mr. C.W. & A.L. Krause, Mr. Henry Gerken and Mr. Albert H Gerken never was conveyed title to the road either.

Mrs. Gerken stated in the petition that Mr.Straznicky could exit on Thuesen Road. Mr. Straznicky advised that there was no Thuesen Road when the road in question was dedicated.

Mrs. Gerken stated that Commissioner Denham said the Public Notice of Official Road log was advertised in the Gulf Coast Tribune. A spoksperson for that newspaper advised that they received the notice too late to publish. I checked with Larry Wagenbach and he indicated the notice was proper and I have attached a copy of notice in the Herald Coaster.

A.J. Noto A.J.N.

P.S. Mr. Straznicky wants to make the hearing if there is one, and will oppose the name change.

For inter-office purposes only.

A.J.N.

TO: Commissioners Court
Fort Bend County, Texas

RE: Change a Public Maintained Road's Name

PETITION

We, the undersigned, owners, heirs and tenants of real estate concerned with the latest naming of a public maintained road, offer this petition in opposition to the road named "Straznicky Rd.", and present to the commissioners court this date, a name we know should be given to this road.

The land of 30 feet having been dedicated as a public road out of an 80 acre tract out of the H. & T C Ry Co Survey No 86, A-503, Fort Bend County, see attached Exhibit A, which spells out When, Why & Who donated the 30 feet for the road in question. You can see that Mr. Straznicky NEVER had title to this land as Mr. Wesley Oberhoff said on October 16, 1986.

We suggest the name of "Wagon Road", since in the early 1900s the farmers used the name "Wagon Road" as locations and directions. Mr. Straznicky has the right to use this road since it dead-ends at his farm. He has other means of exiting from his farm as it fronts on Thuesen Road.

The PUBLIC NOTICE of naming roads was not printed in the Gulf Coast Tribune as stated by Commissioner Denham, therefore, we were not aware of this action by the court and feel this action was taken without proper and complete notices.

Please change the name of Straznicky Rd to Wagon Road.

Presented this 16th day of December, 1986.

NAME	MAILING ADDRESS
1. Albert H Gerken	Rt 1 Box 201 Beasley Texas 77417
2. Kyby in Gerken	RR1, Box 201 Beasley, Tx 77417
3. D. E McGuire	15 242 Highway 36 Needville, Texas 77461
4. Vernabell McGuire	15 242 Highway 36 Needville, Texas 77461
5. Randal McGuire	9402 Line St Needville Tx 77461
6. Thomas A. Gerken	RT 1 Box 292 Beasley Tx. 77417
7. Minnie Engelhardt	RT3 Box 45 Needville Tex 77461
8. Sedonia Engelhardt Joyce	P.O. Box 162 Stafford Texas 77477
9. Eugene Engelhardt	2525 B. F. Terry Blvd Rosenberg Texas 77471
10. Lora Mae Miller	12341 Roesler Rd Needville Tx 77461
11. [illegible]	[illegible]
12. Byron Miller	12341 Roesler Road Needville, Tx 77461
13. Wanda Miller	16035 Hwy 36, Needville, Tx 77461
14. Gerald Miller	16035 Hwy 36 Needville, Tx 77461
15.	

FROM: I.C. Davis DATED: Dec. 20, 1910
TO: S.H. DAVIS

Exhibit A

for four hundred and fifty dollars to be paid January, 1st 1916. Each of said notes to bear 7 per cent interest from date the interest to be paid annually, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said S. H. Davis of the County of Fort Bend State of Texas, all that certain tract or parcel of land lying and being situate in the County of Fort Bend and state of Texas and on the west side of the Brazos River more particularly described as follows Being the north half of the north quarter of section 86 - Certificate No. 283 - H & TC public free school lands save and except thirty feet off of the south end dedicated to a public road - being here in conveyed eighty acres more or less.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said S. H. Davis his heirs and assigns forever; and we do hereby bind ourselves heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said S H Davis his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon, are

Exhibit A

#4266

S.H. DAVIS AND WIFE

TO(WARRANTY DEED

AUGUST MILLER.

COMPARED
M. M. NEWELL
D. C. C. F. B. C.

Sept. 20, 1912

THE STATE OF TEXAS }
COUNTY OF FORT BEND } KNOW ALL MEN BY THESE PRESENTS: That We, S.H. Davis and Sabra Davis husband and wife of the County of Fort Bend State of Texas, for and in consideration of the sum of Four Thousand Nine Hundred Sixty ($4960.00) Dollars to us paid and secured to be paid by August Miller as follows:

One Thousand ($1,000.00) Dollars cash, the receipt of which is hereby acknowledged and the assumption by said August Miller of the sum of Two Thousand Four Hundred Fifty ($2,450.00)Dollars evidenced by five notes one to four inclusive being for the sumof $500.00 each and number five for the sum of $450.00 note number one was due Jan, 1st, 1912. and notes two to five inclusiver are due Jan,1st., 1913,1914,1915, and 1916 , all of said notes bear interest at the rate of 6% per cent per annum interest payable annually The grantor herein agrees to pay the interest on said notes to Jan. 1st, 1913,, said notes are all payavle to I.C. Davis or order at Rosenberg,Texas, And the further consideration of the execution eb by the said August Miller of five vendor's lien notes of even date herewith and payable to S.H. Davis or order at Rosenberg,Texas, two, three,four, five,and six years respectively after November 15th 1912, notes number one and two being for the sum of $100.00 each and note number three being for the sum of $150.00 and notes four and five being for the sum of $550.00 each all bearing interest from Nov. 15th 1912, until paid at the rate of 6% per annum interest payable November 15th 1913 and annually thereafter said notes provides for the usual 10% attorneys fees in case of forced collection.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said August Miller of the County of Fort Bend State of Texas, all thatcertain tract or parcel of land lying and being in the County of Fort Bend in the State of Texas, and known as the N.W. ¼ of the N. ½ of Sec. 86 Cert 283 Houston and Texas, Central Railway Company Surtey on the waters of Snake Creek, a tributary of the San Bernard River, about 13 miles S. 45 deg W. from Richmond, and having these metes and bounds.

BEGINNING at a stake which is S. 45 W. 950 vs and S. 45 E. 475 vrs from Iron pipe in N. Cor. of said Sec. 86 ;THENCE N. 45 W. 475 vs to stake for cor. in N.W. line of said Sec. 86;THENCE N. 45 Deg E. with N.W. line of said Sec. 86 950 vs to Iron pipe in N. Cor of said Sec. 86;THENCE S. 45 E. with N.E. line of said Sec. 86 at 475 vs to stake for cor.THENCE S. 45 deg W. 950 vrs to the place of BEGINNING containing 80 acres of land more or less, 30 feet off of and along the S.W. end is dedicated for Public road purposes and is not herein conveyed.

TO HAVE AND TO HOLD the above described premises, together withall and singular the rights and appurtenances thereto in anywise belonging unto the said August Miller his heirs and assigns forever, and we do hereby bind ourselves our heirs executors andadministrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said August Miller his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property premises and improvements until the above described notes and all interest thereon are fully paid according to their face and tenor effect and reading when this deed shall become absolute.

WITNESS our hands at _____this 20th day of September A.D' 1912.

S.H. Davis
Sabra Davis.

230 August Miller
To
C.W. + A.L. Krause

Sept 20, 1920

The Northwest one half of the North quarter of Section EIGHTY SIX (86) H. & T. C. Railway Company Survey, Cert. Number Two Hundred eighty three (283) Patent Two Hundred fifty Nine (259) Vol. Forty-three (43) Abstract No. 503, on the waters of Snake Creek, a tributary of the San Bernard River, about thirteen miles South 45 degrees West from Richmond, containing 80 acres of land, described by metes and bounds as follows:-

Beginning at a stake, which is South forty five deg. West, nine hundred fifty (950) varas, and South 45 deg. East four hundred seventy five (475) varas, from iron pipe in the North corner of said Section 86;

Thence North 45 deg. West four hundred seventy five (475) varas to a stake for corner in the Northwest line of said Section 86;

Thence North 45 deg. East with the Northwest line of said Section 86, Nine Hundred Fifty (950) varas to iron pipe in the North corner of said Section 86;

Thence South 45 deg. East with the Northeast line of said Section 86 four hundred seventy five (475) varas, to a stake for corner;

Thence South 45 deg. West nine hundred fifty (950) varas to the place of beginning, less a strip thirty (30) feet wide off of and along the Southwest end, which has been dedicated for public road purposes and is not herein conveyed, being the same and all of the land conveyed by S. H. Davis and wife, Sebra Davis, to August Miller, by warranty deed, dated September 20, 1912, and recorded in Vol. 68, page 401, of the Deed Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said C. W. Krause and A. L. Krause, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said C. W. Krause and A. L. Krause, their heirs and assigns, against every person or whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands this the 30th day of September, A. D. 1920.
($5.50 I. R. stamps cancelled.)

August Miller.
Augusta Miller.

THE STATE OF TEXAS, }
COUNTY OF FORT BEND. } BEFORE ME, the undersigned authority, in and for the said State and County, on this day personally appeared August Miller, 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 the 30th day of September, A. D. 1920.
(L. S.)

Lilee Hill, Notary Public,
Fort Bend County, Texas.

THE STATE OF TEXAS, }
COUNTY OF FORT BEND. } BEFORE ME, the undersigned authority, in and for the said State and County, on this day personally appeared Augusta Miller, wife of August Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and hav-

Exhibit A 0032-47

#11371.

C. W. Krause et al. To Henry Gerken.	WARRANTY DEED.	Dated, October 21st. 1924.

THE STATE OF TEXAS, COUNTY OF FORT BEND. KNOW ALL MEN BY THESE PRESENTS:

That We, C. W. Krause and wife, Louise Krause, and A. L. Krause and wife Lillie Krause, of the County of Fort Bend State of Texas, in consideration of the sum of Five Thousand Seven Hundred Forty Six and 25/100 Dollars paid and secured to be paid by Henry Gerken as follows:

The sum of Three Thousand Two Hundred Forty Six and 25/100 (3246.25) Dollars cash to us in hand paid, the receipt of which is acknowledged, and for the balance of the consideration the said Henry Gerken has agreed and promised and by the acceptance hereof does agree and promise to assume the payment of the principal of $2500.00 owing to the Fidelity Trust Company as shown by Deed of Trust bearing date December 12th., 1916 and due and payable on November 1st., 1926, together with the interest thereon at 6% per annum from November 1st., 1924 until paid, and which said note is fully and particularly described in said Deed of Trust of record in Book or Volume 7 of the Deed of Trust Records of Fort Bend County, Texas, to which refer.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Henry Gerken of the County of Fort Bend and State of Texas all that certain certain tract, lot or parcel of land lying and being situated in Fort Bend County, Texas, and being the North West one half of the North Quarter of Section 86 H. & T. C. Ry Survey, Cert. 283, Patent 259 Vol. 43, Abstract 503 on the waters on Snake Creek, a tributary of the San Bernard River about 13 miles South 45 degrees West from Richmond containing 80 acres of land described as follows:

Beginning at a stake which is South 45 deg. West 950 vrs. and South 45 deg. East 475 varas from an iron pipe in the North corner of Section 86.
Thence North 45 deg. West 475 vrs. to a stake for corner in the North-west line of said Section 86.
Thence North 45 deg. East with the North-west line of said Section 86,-950 vrs. to an iron pipe in the North corner of said Section, 86.
Thence South 45 deg. East with the Northeast line of said Section 86-475 varas to a stake for corner.
Thence South 45 deg. West 950 vrs. to the place of beginning, less a strip 30 feet wide off of and along the Southwest end which has been dedicated for public road purposes and is not herein conveyed.
The land herein and hereby conveyed being the same by us, C. W. & A. L. Krause, purchased from August Miller and wife by deed dated September 30th., 1920 and of record in Book 87 pages 229 of the Deed records of Fort Bend County, Texas, to which deed and its record refer.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Henry Gerken and his heirs and assigns, forever. And we do hereby bind ourselves heirs, executors and administrators, to

Gentlemen:

In connection with your captioned loan, we will, subject to the conditions and requirements herein contained, issue to you our Mortgagee's Title Policy on the standard printed form then prescribed by the Board of Insurance Commissioners of the State of Texas insuring that you hold a valid first lien securing the payment of such loan.

SECTION A

Exhibit A 00862

0032

You are advised that in such policy:

a. The lien to be insured will be described as follows:

On forms acceptable to our attorneys.

b. The property covered by such lien will be described as follows:

Eighty (80) acres of land, more or less, out of the H. & T. C. Ry. Co. Survey No. 86, A-503, Fort Bend County, Texas, being the Northwest 1/2 of the North one-quarter of said section, more particularly described as follows, to-wit:

Beginning at the North corner of said section 86;
Thence South 45 deg. East 475 varas to a point for corner;
Thence South 45 deg. West 950 varas to a point for corner;
Thence North 45 deg. West 475 varas to a point for corner in the Northwest line of said Section 86; --- (cont'd. on reverse)

c. The fee simple title to such property will be shown vested in:

Albert H. Gerken and wife, Ruby M. Gerken

(Records now show title in see reverse hereof)

SECTION B

Schedule "B" of such policy will contain the following exceptions:

1. All restrictive covenants affecting the above described property but the Company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show. (May be deleted if Manual provisions concerning survey are complied with.)
3. Taxes for the year 1964 and subsequent years.
4. Thirty (30') ft. strip along the Southwest line which has been dedicated for use as a public road described in deed from C.W. Krause et al to Henry Gerken recorded in Vol. 103, Page 47, Deed Records, Fort Bend County, Texas.
5. Right-of-way described in instrument from Mrs. Ella Gerken et al to Fort Bend County Drainage District recorded in Vol. 332, Page 102, Deed Records, Fort Bend county, Texas. (cont'd. on reverse)

SECTION C

Matters affecting title to the hereinabove described property and other requirements and conditions which must be disposed of to our satisfaction at or prior to the date of the issuance of the above mentioned policy.

1. Execution, delivery and recording of proper and valid instrument or instruments vesting title in borrower and creating lien described above under Section A.
2. Any defect, lien, encumbrance, or other matter affecting the title to subject property or the lien to be insured, which may be filed or may arise subsequent to the date hereof.
3. Determination by us of owner's acceptance of any new construction or repairs, and payment of labor and material bills.
4. Payment to or for the account of the mortgagors of the full proceeds of the loan.
5. Payment to the undersigned company of its premium for title insurance and other proper charges incurred in connection with processing this matter.
6. Satisfactory evidence that restrictions or restrictive covenants have not been violated.
7.

This letter is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this letter and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This letter shall be used only in connection with the above mentioned policy, by the addressee only, and in no event shall it be effective after thirty days from the date hereof.

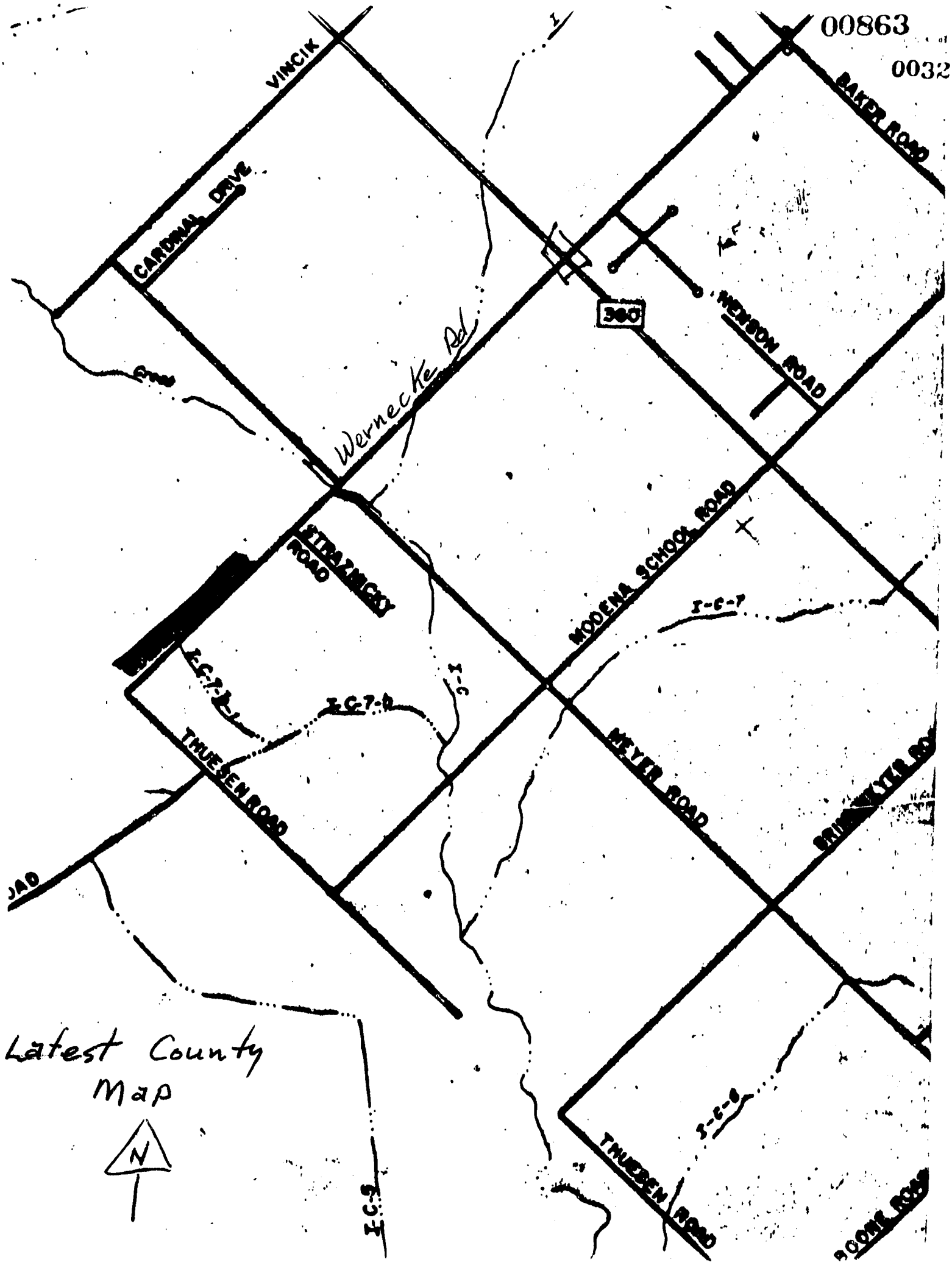
Very truly yours,

STEWART

TITLE GUARANTY COMPANY

By ROSENBERG ABSTRACT COMPANY
Agent

Authorized Signature


VINCIK
CARDINAL DRIVE
BAKER ROAD
360
HENSON ROAD
Wernecke Rd
STRAZNICKY ROAD
MODENA SCHOOL ROAD
I-C-7
I-C-7-b-1
I-C-7-b
I-C
THUESEN ROAD
MEYER ROAD
I-C-8
THUESEN ROAD
I-C-5
Latest County Map
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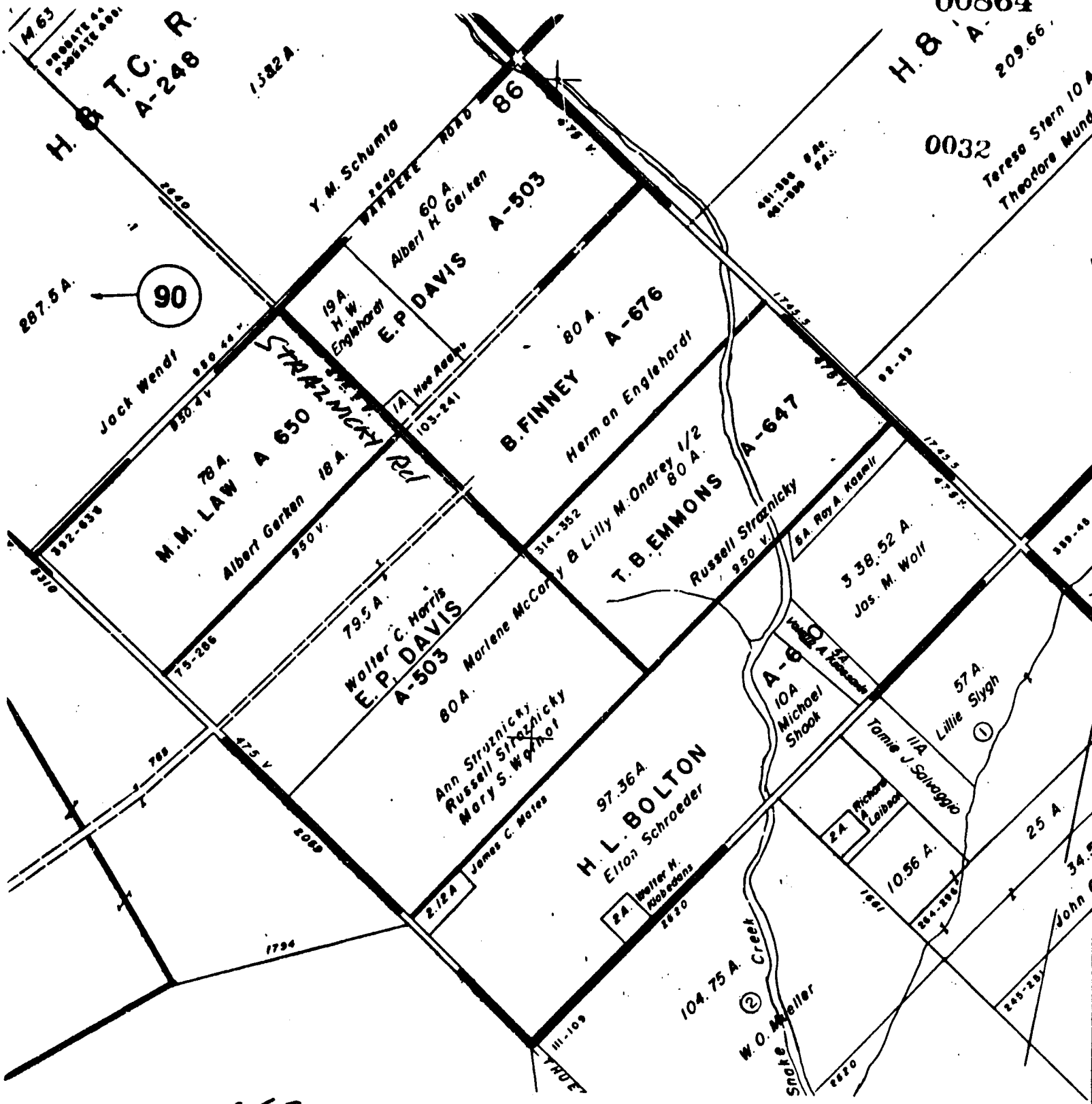


1983
Zingery Map

12-24-86

00865

0032

To: Commissioners Court
(18) Ft. Bend County

Re: Straznicky Rd.

Petition

We the under signed owners and/or heirs and/or Tenants and/or Travelers of Straznicky Road Object To Changing The name of said road.

Name	Mailing Address
1 P. J. Straznicky	R1 Box 20H Beasley, Texas
2 Elsie Straznicky	R1 Box 20H Beasley, Texas 77417
3 Carrie Kolojaco	Rt 1 Box 186 Beasley Texas 77417
4 Raymond Kolojaco	RT 1 Box 186 Beasley, Texas
5 Gilbert Rosales	RT. 1 BOX 15 Guy Texas 77444 Tenants
6 Donna Oldmixon	P.O. Box 252 Needville, Tex 77461
7 Philip Oldmixon	Box 252 Needville Tx 77461
8 Marlene McCarty	P.O Box 252, Needville Tx. 77461 (Owner)
9 Lillie Mae Ordney	Rt. 1, Box 58A, Rosenberg Tex 77471 (owner)
10 Dale C. Kelley	2002 Jones Rosenberg Tx 77471 "
11 Lillie M Kelley	2002 Jones Rosenberg, Tx 77471 "
12 Carol L. Dylla	Rt 1 Box 58A, Rosenberg Tx 77471 "
13 Mark K. Dylla	Rt. 1 Box 58A Rosenberg, Tx. 77471 "
14 Henry Ordney Jr	RT 1 Box 58A Rosenberg T 77471 Owner "
15 Russell E Ordney	Rt 1 Box 58A Rosenberg TX 77471
16 Ellen Ordney	Rt 1 Box 58A Rosenberg, TX 77471 "
17 Patty Ordney	1430 3rd Ave. N Texas City, TX 77590
18 Henry Ordney	1430 3rd Ave. N Texas City Tx 77590
19 Robert A Ordney	Rt 1 Box 58A Rosenberg Tx 77471
20 W. A. Henderson	P.O. Box 934 Needville Tx 77461
21 Rosendo J. Rosales	Rt. 1 Box 15 Guy, Tx. 77444
22 Dominga G. Rosales	Rt 1 Box 15 Guy, Texas 77444

OTICES

0032

d) :

Redwood
Scarlet Dr.
Talisman Dr.
Nocturne Dr.
Victoria Dr.
Imperial Dr.
Linda Dr.
Caroline
Joe
Merrifield Dr.
Crescent Dr.
Broadmore Dr.
College Dr.
Virginia Dr.
Fairhill
Doreen Ave.
Bryan Ave.
Lilly St.
Verbena St.
Vermont St.
Daisy Ave.

Chelsworth Dr.
Knightsway Dr.
Tramore Dr.
Stanbridge Dr.
Broad Oaks Dr.
Deerwood Dr.
Meadow Way Circle
Oak Knolle Dr.
Riva Ridge Rd.
Rolling Oaks Dr.
Montasa Court
El Pico Dr.
Enaenada Dr.
Freano Dr.
La Brea Dr.
Montasa Dr.
Patra Or.
Sultana Dr.
Suspino Dr.
Via Della Dr.
Atasacadero Br.
Lindita Dr.
Barbarosa Dr.
El Sabio Dr.
Baechnut St.
Tamayo Dr.
El Capitan Dr.
Medio Dr.
Mondrian Dr.
Lindita Dr.
Vista Del Sol Dr.
Glorieta Dr.
Loma Puseno Dr.
San Cristobal Dr.
Sol-Ana Dr.
Valeta Dr.
Mission Green Dr.
Sugarwood Dr.
Creekside Dr.
Carriage Way
Raintree Dr.
Overland Pass Dr.
Fieldatone Dr.
Hodge Lake Lane
Deer Creek Dr.
Rendon's Point Dr.
Stephen'e Creek Lane
Stephen's Creek Court
Old Bridge Lane
Tory Hill Lane
Clark Tower Lane
New Village Lane
Old Village Lane
Old Towne Lane
Towneway Dr.
Village Point Lane
Kent Towne Lane
Towne Brook Lane
Clark Towne Rd.
Towne Tower Lane
Overview Dr.
Towneview Dr.

Rose Rd.
Rustic Lane
Sabine St.
Sanders
Sartartia
Shady
Skinner Lane
Spencer
Sprain
Stanberry
Stephans
Sulak
Sulpher
Taylor Run
Terry Lane
Van Steinberg
Walker I
Walker Lane II
Wallis
Weeks
West Tavener
Williams Rd.
Winner-Foster
Zuckero

Subdivision Roads:

Chimneystone Circle
Frontier Dr.
Issacks Way
Kitchen Hill Lane
Lively Lane
Northbound Settlers Way
Old Fort Rd.
Southbound Settlers Way
Stovepipe Lane
Whetrock Lane
Windmill St.
Arrowhead Dr.
Colonial Dr.
Colony Creek Dr.
Countryside Dr.
Edgewood Court
Edgewood Dr.
Green Fields Dr.
Hickory Run Dr.
North Blue Meadow Circle
Pecan Ridge Dr.
Planters St.
River Birch Dr.
South Blue Meadow Circle
Brookriver Court
Hillside Court
N'Bound Williams Trace
Pineleaf Dr.
S'Bound Williams Trace
Sunrise Court
Trail Creek Dr.
Trailside Court
Valley Field Dr.
Valley View Court
Williams Grant
Woodwick Dr.
Eagles Nest Acres Lane
Jacqueline
Cotton Mill Court
Deaf Smith Drive
Land Grant Court
Land Grant Drive
Landadowne Dr.
Old Colony Court
Old Colony Dr.
Polley Court
Runaway Scrape Court
William Morton Dr.
Winston Homestead Dr.
Audubon Court
Land Grant Dr.
Land Mark Dr.
Legacy Court
Old Colony Drive
Pilgrimage Court
Settlers Court
William Morton Dr.
Austin Colony Dr.
Bent Creek Court
Carriage Court
Carriage Dr.
Colony Court
Cotton Court
Lively Court
Manor Court
Manor Dr.
Morton League Court
Morton League Rd.
Pitts Rd.
Plantation Dr.
Richmond Court
Richmond Dr.
Cobblestone Court
Confederate Court
Cottage Court.
Fair Oaks Lane
Kingsmill Lane
Mayweather Lane
Morton League Rd.
Surrey Court
Wildwood Lane
Chippendale
Gainsborough Dr.
Hepplewhite Dr.
Pecan Hill Dr.
Pool Hill Rd.
Queen Anne Court
Sheraton Circle
Cypress Hill
Hodges Bend Circle
Hunters Locke
Rain Fall
Robinson Ferry
Shadow Creek
Union Chapel
Wagon Run
Water Rest
Williams Grant
Wind Fall

INVITATION TO BID

Sealed bids in duplicate, addressed to Pecan Grove Municipal Utility District will be received at the offices of Jones & Carter, Inc., 6335 Guifton, Suite 200, Houston, Texas 77081, until 3:30 P.M., Tuesday, January 28, 1986 and then publicly opened and read for furnishing labor, material and equipment and performing all work required for the construction of: Water Plant No. 2 Expansion in Pecan Grove Municipal Utility District Fort Bend County, Texas. The work includes: 1)One (1) 426,000 gallon welded steel ground storage tank 2)One (1) 950 GPM booster pump 3)Package generating unit 4)All piping and control devices for a fully automatic water supply. A pre-bid conference will be held at the offices of Jones & Carter, Inc., 6335 Guifton, Suite 200, Houston, Texas 77081 at 10:00 A.M. Tuesday, January 21, 1986. Attendance is not mandatory. Each bid must be accompanied by a certified or cashier's check for the sum of two percent (2%) of the amount of the maximum total bid. Certified or cashier's check must be made payable to Pecan Grove Associates. Plans, specifications, and bidding documents may be purchased in person at the offices of Jones & Carter, Inc., Consulting Engineers, 6335 Guifton, Suite 200, Houston, Texas 77081, for the price of Forty Dollars ($40.00) per set. No refunds will be made. Said documents may be examined without charge at the offices of Jones & Carter, Inc., A.G.C., A.B.C., and F.W. Dodge Corporation. The Owner reserves the right to reject any or all bids and waive any or all irregularities. No bid may be withdrawn until the expiration of sixty (60) days from the date

CITATION
BY PUBLICATION
THE STATE OF TEXAS

TO MAREE SHANNON HICKS, Defendant, Greeting:

YOU (AND EACH OF YOU) ARE HEREBY COMMANDED to appear before the District Court of Fort Bend County at the Courthouse thereof, in Richmond, Texas, by filing a written answer at or before 10 o'clock A.M. of the first Monday next after the expiration of forty-two days from the date of the issuance of this citation, same being the 3rd day of February A.D. 1986, to Plaintiff's First Amended Petition filed in said court, on the 15th day of November A.D. 1985, in this cause, numbered 48,116 on the docket of said court and styled THE GEORGE FOUNDATION, Plaintiff, vs. GULF OIL CORPORATION, ET AL, Defendant.

A brief statement of the nature of this suit is as follows, to-wit

SUIT ON DECLARATORY JUDGEMENT

If this citation is not served within ninety days after the date of its issuance, it shall be returned unserved.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

Witness, IRENE WLECZYK, Clerk of the DISTRICT Court(s) of FORT BEND.

Issued and given under my hand and the seal of said court at RICHMOND, Texas, this the 19th day of December A.D. 1985.

IRENE WLECZYK Clerk,
DISTRICT Court
FORT BEND County, Texas.
By Mary Anne Callender,
Deputy

INVITATION TO BID

Sealed bids addressed to Pecan Grove Associates, will be received at the offices of Jones & Carter, Inc., 6335 Guifton, Suite 200, Houston, Texas 77081, until 3:00 P.M., Tuesday, January 28, 1986; and then publicly opened and read for furnishing all plant, labor, material and equipment and performing all work required for the construction of: Water, Sanitary, and Drainage Facilities for Grove Section 8 in Pecan Grove Plantation. The work consists of approximately 6,700 linear feet of 4-, 6- and 8-inch waterlines; 5,700 linear feet of eight-inch (8") sanitary sewer lines; and 4,400 linear feet of 24-, 30-, and 36-inch storm sewer lines, located in Pecan Grove Municipal Utility District, Fort Bend County, Texas. Each bid must be accompanied by a cashier's check for the sum of two (2) percent of the amount of the maximum total bid. Cashier's checks must be made payable to Pecan Grove Associates. Bid Bonds will not be accepted. Plans, specifications, and bidding documents may be purchased in person at the offices of Jones & Carter, Inc., Consulting Engineers, 6335 Guifton, Suite 200, Houston, Texas, 77081 for a price of Thirty-five Dollars ($35.00) per set. No refunds will be made. Said documents may be examined without charge at the offices of Jones & Carter, Inc., A.G.C., A.B.C., and F.W. Dodge Corporation. The Owner reserves the right to reject any or all bids and waive any or all irregularities. No bid may be withdrawn until the expiration of sixty (60) days from the date

00867

0032

PUBLIC N

NOTICE OF PUBLIC HEARING TO ESTABLISH AN OFFICIAL ROAD LOG FOR FORT BEND COUNTY, TEXAS AT 10:00 A.M. ON JANUARY 20, 1986

Pursuant to orders of the Commissioners' Court of Fort Bend County, Texas at its regular meeting of December 16, 1985, a public hearing to establish an official road log for Fort Bend County, Texas will be had at 10:00 A.M., January 20, 1986 in the Commissioners' Courtroom, Fort Bend County Annex, Richmond, Texas. A detailed description of such road log is open to the public for inspection during regular business hours at the office of the County Judge, the office of the County Commissioner of Precinct #1, the office of the County Commissioner of Precinct #2, the office of the County Commissioner of Precinct #3, the office of the County Commissioner of Precinct #4 and the office of the County Engineer.

The following is a general description of each road to be listed in such log:

Precinct #1

Non-Subdivision Roads:

Agnes
Ayala
Band
Beard
Benton
Berdett
Blidel
Blumie
Booth
Brumbelow
Bryan
Calvin
Caroline
Carroll
Cedar
Cemetery
Clark
Cottonwood
Cottonwood Church
Country Lane
Crabb River
Cummings
Danhouse
Davis Estate
Day
Double R. Lane
Emma
Fairchilds
Fairgrounds Rd.
Finney
Foster School Rd.
Gerken
Gless-Big Creek
Gonyo
Gubbels
Band
Hartledge
Hein
Hobizal
Hughes
Insurance
Janda
Jerry
Jeske
Jones River
Y. U. Jones
Kamas Ln.
Kamas Ln. West
Kemp
Kneits
Kimisu
Klauke
Klosterhoff
Koeblen
Kovar
Kroesche
Kuns
Lane Drive
Lemke
Leroy
Lou Edwards
Louis
Lubojacky
Macek
Magnolia
Maple
Megan
J. Meyer
A. Meyers
Mustang Ave.
Needville-Fairchild
N. Thompsons
Nowak
Oakwood
Oberrender
Old Needville-Fairchild
Payne
Peach Lane
Pecan
Peters
Peterson
Pine
Pine Meadows
Pittman
Pleak
Powerline
Providence
Psencik
Pultar
Rabbs Prairie
Ransom
Rawlings
Ray Allen
Reading
Reeh
Ricefield
Riggins
River Road
Roesler
Rohan
Rybak Rd.
Seabourne-Creek Lane
Sawmill
Scott Circle
Seiler
Selleh
Sims
Smithers Lake
Solomon
Spacek
Stavinoha/Vacek
Stephens Lane
Sycamore
Tara
Thompsona Oil Field
Tori
Twin Lane
Vacek
Vojt
Walsh
Wehring
Williams/School
Willowview

Subdivision Roads:

Baudet Dr.
Covell St.
Edgewood Dr.
Fourth St.
Gupton
Hinson
Joseph
Park
Plummer
Riveredge
Sheridan
Sims
Skinner
Strange
Fairchild Blvd.
Ironwood Lane
Arapahoe
Cherokee
Comanche
Epstein
Kiowa Dr.
Apache
Willoughby Dr.
Gettysburg
King
Natchez
Pickett
Sharpsburg
Shenandoah
Tara Drive
Zieglers Grove
Armadillo Rd.
Coon Dr.
Jackrabbie Rd.
Center St.
Deer Rd.
Squirrel Rd.
Hettie Rd.
Arrow
Buffalo
Custer Circle
Geronimo Lane
Navajo
Kildare
Meadowlark
Mockingbird
Meadow Bend Circle
Meadow Bend Drive
Meadow Bend Lana
Cotton Circle
Mulberry Circle
Pleak Crossing Rd.
Quebec Blvd.
Riverwood Dr.
Vancouver Blvd.
Winnipeg Blvd.
Blue Ridge Dr.
Gettysburg Dr.
Jeb Stuart Dr.
Jeff Davis Dr.
Kearney Dr.
Lee Dr.
Oak Hill Dr.

Precinct #2 (Subdivision Roads - Continue

Meadows Rd.
Michael Wayne
Jungman Rd.
Pecan Bend Rd.
Wind Mill Rd.
Lakeview Rd.
Deer Run Rd.
River Oaks Rd.
Squirrel Hollow
Meadow Bend Rd.
Oak Bayou Rd.
Oak Forrest Rd.
Oak Meadow Rd.
Kinser Rd.
Oak Forrest Dr.
Parr Ct.
Loyce Ln.
Dot Circle
Muegge Ct.
Manor Dr.
Santa Christi Dr.
Fern
Vine
Walnut Ave.
Mulberry Ave.
Teakwood Ave.
Cypress Ave.
College
Bryan
Ivy Ln.
Gardenia
Camillia
Quite Village Ct.
Quail Village Dr.
Village Trace Dr.
Dogwood
Redbud
Broadmore
Cottonwood
Tulip
Mistletoe Ln.
Althea

PRECINCT #3

Non-Subdivision Roads:

Addicks-Clodine Road
Alice Foster St.
Alief-Clodine Rd.
Avenue E
Bar Rd.
Beadle Ln.
Beechnut Blvd.
Belknap Rd.
East Blake Rd.
West Blake Rd.
Boss Gaston Rd.
Bowen St.
Brand Lane
Brandt Rd.
Burney Rd.
Canal Rd.
Carolina Way
Cedar Rd.
Charles Lane
Christopher St.
Clay-Head Rd.
Clay Rd.
Clodine-Barker Rd.
Clodine-Reddick Rd.
Corbitt Rd.
Corine St.
Court Rd.
Crossover Rd.
Dairy Ashford Rd.
Dargill St.
Deborah St.
Deerwood Dr.
Dewberry Lane
Dora St.
Dulles Ave. (Lester Rd.)
Elks Dr.
Ennis Rd.
Farmer Rd.
Fifth St.
Florence Rd.
Fulshear-Gaston Rd.
Gaines Rd.
Gaston Rd.
Greenbusch Rd. North
Greenbusch Rd. South
Hartledge Rd.
Harlem Rd.
Hidden Lake Lane
Hillsman Rd.
Holmes Rd.
Horace St.
Hoyt Lane
Hunters Lane
Jo Ann St.
John Clapp Rd.
Karen St.
Katherine St.
Katy Rd.
Katy-Flewellen Rd.
Katy-Gaston Rd.
Lakeview Dr.
Lelia St.
Lester Rd.
Moorefield Court
Swanfield Dr.
Denbridge Dr.
Royal Hill Dr.
Fair Oak Dr.
Willow Dr.
Oak Dale Dr.
Penwood Court
Fir Crest Court
Magnolia Court
Dove Country Dr.
Oak Dale Court
Pecan Drive
Myrtle Dr.
Brushy Creek Dr.
Pecan Point Dr.
Rifle Gap Lane
Highlands Dr.
Vinces Bridge
Colonists Park Dr.
Cannon Pass Court
Big Horn Court
Fort Settlement Dr.
Riverside Dr.
Wellsworth Dr.
Keegans Wood Dr.
Wildwood Lake Dr.
Town Green Dr.
Prairie Oaks Dr.
Woodland Willows Dr
Evergreen Place Dr.
Riverside Grove
Grand Knolls Dr.
Wildwood Glen Dr.
Bellaire Blvd.
Camino Del Sol Dr.
Los Altos Dr.
Navidad Dr.
Pasadero Dr.
Sierra Grande Dr.
Soledad Dr.
Soneto Dr.
Valinda Dr. West
Valinda Dr. East
Val Vista Dr.
Allende Dr.
Amargos Dr.
La Place Dr.
Lobena Dr.
Londress Dr.
Mesones Dr.
Sinaloa Dr.
San Lucas Dr.
Trabajo Dr.
Valinda Dr.
San Pablo Dr.
La Place Ct.
Condessa Dr.
Zapata Dr.
Arista Dr.
Colima Dr
Sinaloa Dr.

00868

0032

Lockwood
Lockwood By-Pass
Longpoint
Wolfgang
Zamanek
Zunker

Pickett Dr.
Tara Plantation Drive
Shiloh
Stonewall Dr.

Precinct #2

Non-Subdivision Roads:

Altimore
Alton
Armstrong
Ash
Baker
Barek
Battle
Beard
Big Island
Billy Lane
Birdie Lane
Blackwood
Blase
Boone
Brinkmeyer
Brown Lane
Buckhorn
Buffalo
Burnett
Bushnel
Cardinal Dr.
Chimney Rock
Cleo
Cleveland
Cloudt
Colony
Colorado
Cottonwood Church
Cow Creek Rd.
Dale Dodge Lane
Dallas Rd.
Danhouse
Darst Rd.
Dipple
Dipple-Lehman
Dove
G. Duty
Emerson
Ieleib
Evelyn
Evergreen
Fenn Rd.
Fig
Finney
Foster School
Fritsella
Galveston
Gaynor
Guttenberger
Hagerson
Bardin
Harris
Bertledge
Benson
Hicks
Hilltop
Borton
Houston
Buberneck
Burta
Jasmine
Jerry
John Miller Rd.
Joyce
Juliff Manvel
Junker
Kanak
Kansas
Kentucky
King
Kurkendall
Knight
Knolle
Kocurek
Krueger
Kunts
Laurel
Leon
Lum
Lyle
Mackhank
Main
Marek
Mark Terrace
Maroul
Merylin
Matilda
McFarland
McIntyre
McKeever
C. Meyer
Meyer
Meyer-Stienberg
Mildred
S. Miller
Miller
Mitchel
Modena School
Moody
Mueck
Muegge
Naill
Neal
Needville Rd.
Needville-Fairchild Rd.
Nordt
N. Teague
Nowotny
Old Needville-Fairchild Rd.
Padon
Palm (East)
Palmetto
Pleasant
Porter
Post
Post Oak So.
Powell Point
Quail
Raab
Rabbit
Randon School
Reager
Renfro
Rhode
Rhonda
Ricefield
Richmond
Roberts Rd.
Robinowitz #1
Roesler Rd.
Rose
Routt Point Rd.
Rude
Rycade School Rd.
Sawmill
Schmidt
School St.
School Rd.
Schultz
Scott
Selig
Shenley
Short
So. Teague
Spell
Steffek
Strasnicky
Sycamore (East)
Sycamore (West)
Taylor Run
Thompson Ferry
Thuesen
Trammel-Fresno
Vrlla
Vincik-Ehlert
Vlasta
Wadell
Warneke
Watts Plantation
West Dallas
West Palm
Westenfeld
West Houston
J. C. Wicks
Wicks
Will Lehman
Williams School Rd.
Willow
Wood
Zunker

Subdivision Roads:

Coen
Long
North Pine
South Pine
Compton
Dallas Ave.
Disney
Farmersville
Garland
Honey Grove
Houston Ave.
Ladonia
Maguire
Main
Macnicoll
Masterson
Benchmark Dr.
Gallery Ct.
Gold Bridge Ct.
Ruidosa Ct.
Santa Christi Dr.
Sentinel Dr.
Snow Flake Ct.
Sonata Ct.
Bluebonnett Dr.
West Dr.
Boyd Rd.
Marinwood
Tiburon Way
Sonoma Dr.
Petaluma Dr.

Bodega Dr.
Costa Mesa Dr.
Napa Vine Dr.
Calistoga Ct.
San Mateo Dr.
Novato Dr.
Maple
Hickory
Ash
N. Locust Dr.
S. Locust Dr.
Pecan
Cedar
Spruce
Elm
Mimosa
California Rd.
Maryland Rd.
Ohio Rd.
Pennsylvania Rd.
Illinois Rd.
Indiana Rd.
Ave. A
Ave. B
Ave. C
Ave. D
Alice
Edna
Louise
Inez
Lissie
Gettie
Laverne
Jan
Lola
Kim
Edie
Rita
Rosen Ave.
Berg Ave.
Texas Ave.
Belinda St.
Benny St.
Linda St.
Jerry St.
Judy St.
Alvin Rd.
Public Rd.
Clarence
Dolores
Emerold
Peridot Dr.
Steffek
Philip Evans Rd.
Phil's Ct.
Renie's Ct.
Meadow Lane
Norgan Ln.
Casey Ct.
Coco Rd.
Ellison Rd.
Knight Rd.
Max
Ludwig
Madden Rd.
Martinez
Mason Rd.
Maykirk St.
McCrary Rd.
McKaskle Rd.
McKinnon Rd.
Meadow Forest Lane
Meadow Lane
Morton Rd.
Moore Rd.
O'Brien Rd.
Old Richmond Rd.
Packer Ln.
Pecan St.
Precinct Line Rd.
Prairie Lane
Pumping Plant Rd.
Rastus St.
Richard St.
Richmond Gaines Rd.
Robertson Rd.
Robinson Rd.
Roesner Lane
Rosa St.
Roesner Rd.
Ruth St.
Saddlebrook Dr.
Saddlebrook Ct.
Saddlebrook Way
Saddlehorn Rd.
Saddlehorn Dr.
Saddlespur Ln.
Sams St.
Sam Brookins St.
Sandi Lane
Settegast Ranch Rd.
Skinner Lane
Skyview St.
Stafford Run St.
Stratmore Rd.
Sugar Land-Howell Rd.
Timothy St.
Tina Lane
Virginia Dr.
Voss Rd.
Wessendorff Rd.
West Hidden Lake Lane
Willow Lane
Winkleman Rd.
Winner Foster Rd.
Zindler Rd.

Subdivision Roads:

Castlemont Dr.
Chalford Dr.
Sawnfield Court
Lexham Dr.
Moorfield Dr.
Whitecross Dr.
Saville Court
Denbridge Court
Fitzroy Court
San Lucas Dr.
Estinosa Dr.
Alametos Dr.
Ferrara Dr.
Caracas Dr.
Tremendo Dr.
LaGloria Dr.
Cortes Dr.
Pastoria Dr.
Tetela Dr.
Mercado Dr.
Tierraverde Dr.
Alegria Dr.
Sorbete Dr.
Candella
Costero
Santa Rita Dr.
Paso Hondo Dr.
Paso Del Sol Dr.
La Violetta Dr.
San Dario Dr.
El Cresta Dr.
Empanda Dr.
Via Real Dr.
Conta Calle Dr.
Sierra Valle Dr.
La Granda Dr.
Mira Monte Dr.
Empanda Dr.
Rio Del Sol Dr.
Espinosa Dr.
Navidad Rd.
Paso Dobble Dr.
Zapata Dr.
La Veoletta Dr.
Soledad Dr.
Son Davio Dr.
Pheasant Creek Dr.
Rippling Mill Dr.
Dutch Ridge Dr.
Grind Stone Lane
Aprilmont Dr.
Limeshade Lane
Cobbleridge Dr.
Ribbon Ridge Dr.
Red Gully Dr.
Winnstream Dr.
Radcliff Dr.
Blue Mist Dr.
Blue Mist Ct.
Amber Ridge Dr.
Slippery Rock Dr.
Dusty Mill Dr.
Slippery Rock Ct.
Delbarton Dr.
Earlswood Dr.
Knightsway Dr.
Charlmont Dr.
Chesney Downs Dr.
Sebastion Dr.
Starbridge Dr.
Woodleigh Dr.
Kirby Dr.
Hydethrope Dr.
Heatherly Dr.

PRECINCT #4

Non-Subdivision Roads:

Albert Marek Rd.
Antone Stade Rd.
Arnia Rd.
Ash
Avenue E
Ayler
B
B. J. Dusek
Baker
Battle
Beasley
Behrens
Blaisdale
Bohacek
Bois D'Arc
Boothill
Bowser
Buls
Carlos
Cay
Country Lane
County Lane
Cris
Cummings
Daily
Doris Rd.
Drachenberg
Dyer
Engle
Evans
Fort Bend Line Rd.
Fulahears Farms Rd.
Gajesky
Gin
Grunewald
Guyler
Hamlink
Hannibal
Harlem
Herman Sulak Rd.
Hopkins
Hughes
Huntington
Jackson
James Lane
Jap Rd.
Joerger
Johnson Rd.
K
Kacel
Karle
Kibler
Kovar
Koym
L. W. Cummings Rd.
Lehmann
Levee

National Association of Counties

P.O. Box 7733 • Washington, D.C. 20044

INVOICE

INVOICE NO. CMS8703

COUNTY MEMBERSHIP SERVICE FEE FOR 12 MONTHS

BEGIN DATE	END DATE
03/31/87	03/31/88

AMOUNT DUE ▶ $1,830.00

42157P FORT BEND
MR JODIE STAVINOHA
FORT BEND COUNTY JUDGE
COURTHOUSE
RICHMOND TX 77469

RETAIN THIS PORTION

National Association of Counties
P.O. Box 7733 • Wash., D.C. 20044

INVOICE00869

(19)

CMS FEE 0032

42157

FORT BEND
TX

AMOUNT DUE ▶ $1,830.00

INVOICE NO. CMS8703

PLEASE DETACH & RETURN
THIS STUB WITH REMITTANCE

20

00870

0032

LAW OFFICES OF
SIDNEY LEVINE
ATTORNEY AT LAW
110 MAIN, SUITE 201
P. O. BOX 592
SEALY, TEXAS 77474

(409) 885-2989

HOUSTON NUMBER
(713) 493-6075

SIDNEY LEVINE
MICHAEL C. BALOG

January 15, 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Dianne Wilson,
County Clerk, Fort Bend County
P. O. Box 520
Richmond, Texas 77469

RE: Abandonment of a portion of Lake Drive and cancellation of the subdivision known as Pin Oak Estates or Pin Oak Estates, Section I

Dear Ms. Wilson:

Enclosed are the original **Affidavits of Publication** in the above referenced matters. These Affidavits were at my office when I returned from hearing on January 12, 1987.

Please take whatever steps are necessary to enter these Affidavits in the Minutes of the Commissioners' Court with respect to the above referenced proceedings.

Thank you very much for your assistance.

Very truly yours,

Mike Balog

Michael C. Balog

MCB/mh
Enclosures
File No. 1907

THE STATE OF TEXAS
COUNTY OF FORT BEND

00871

0032

BEFORE ME, the undersigned authority, on this day personally appeared Ken Steger, publisher of The Times, who being duly sworn, upon oath deposes and says:

That the attached notice was published in The Times, a newspaper published in the English language, the official publication of the Cities of Katy, Brookshire and Pattison and the Royal and Katy School Districts, with general circulation in Harris, Fort Bend and Waller Counties, for more than one year prior to the date of publication of said notice in the issue of:

December 21, 1986

December 28, 1986

January 7, 1987

and that the attached newspaper clipping is a true and correct copy of said published notice.

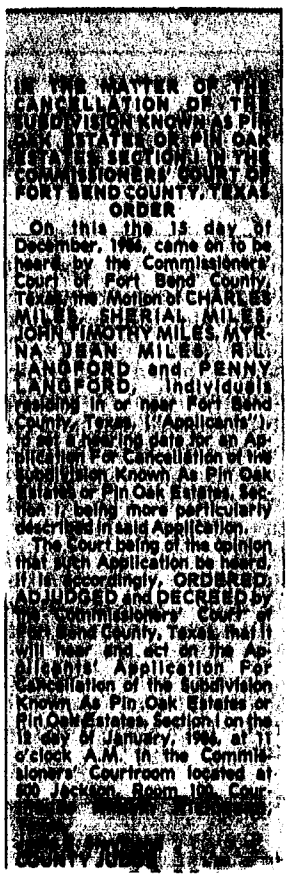
Ken Steger

SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of January, 19 87.

Nancy A. Dunn

Notary public in and for State of Texas.
My commission expires 6-6-87

(NOTARY SEAL)


IN THE MATTER OF THE CANCELLATION OF THE SUBDIVISION KNOWN AS PIN OAK ESTATES OR PIN OAK ESTATES SECTION 1 IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

ORDER

On this the 15 day of December, 1986, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, the Motion of CHARLES MILES, SHERIAL MILES, JOHN TIMOTHY MILES, MYRNA JEAN MILES, R.L. LANGFORD and PENNY LANGFORD, Individuals residing in or near Fort Bend County, Texas, ("Applicants") to set a hearing date for an Application For Cancellation of the Subdivision Known As Pin Oak Estates or Pin Oak Estates, Section 1 being more particularly described in said Application.

The Court being of the opinion that such Application be heard, it is accordingly, ORDERED, ADJUDGED and DECREED by the Commissioners' Court of Fort Bend County, Texas, that it will hear and act on the Applicants' Application For Cancellation of the Subdivision Known As Pin Oak Estates or Pin Oak Estates, Section 1 on the 13 day of January, 1986, at 11 o'clock A.M. in the Commissioners' Courtroom located at 520 Jackson, Room 101, Cour-

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Ken Steger, publisher of The Times, who being duly sworn, upon oath deposes and says:

That the attached notice was published in The Times, a newspaper published in the English language, the official publication of the Cities of Katy, Brookshire and Pattison and the Royal and Katy School Districts, with general circulation in Harris, Fort Bend and Waller Counties, for more than one year prior to the date of publication of said notice in the issue of:

December 21, 1986

December 28, 1986

January 7, 1987

and that the attached newspaper clipping is a true and correct copy of said published notice.

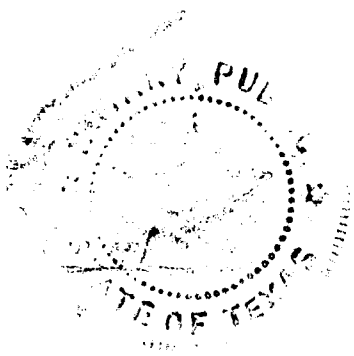
Ken Steger

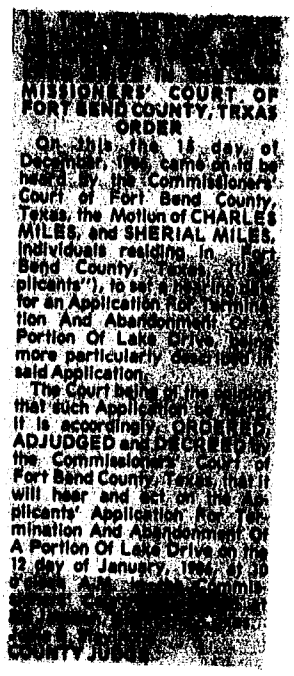
SWORN TO AND SUBSCRIBED BEFORE ME, this the 8th day of January, 19 87.

Nancy A. Dunn

Notary public in and for State of Texas.
My commission expires 6-6-87

(NOTARY SEAL)





MISSIONERS' COURT OF
FORT BEND COUNTY, TEXAS
ORDER

On this the 18 day of December, 19[illegible] came on to be heard by the Commissioners' Court of Fort Bend County, Texas, the Motion of CHARLES MILES, and SHERIAL MILES, individuals residing in Fort Bend County, Texas ("Applicants"), to set a hearing date for an Application for Termination And Abandonment Of A Portion Of Lake Drive, [illegible] more particularly described in said Application.

The Court being of the opinion that such Application [illegible] it is accordingly ORDERED, ADJUDGED and DECREED by the Commissioners' Court of Fort Bend County, Texas, that it will hear and act on the Applicants' Application for Termination And Abandonment Of A Portion Of Lake Drive, on the 12 day of January, 19[illegible] [illegible]

COUNTY JUDGE

The Light company Houston Lighting & Power P.O. Box 7 Katy, Texas 77492 (713) 391-3111

January 8, 1987

Mr. Michael Balog
Law Office of Sidney Levine
P.O. Box 592
Sealy, Tx. 77474

Subject: Pin Oak Estates

Dear Mr. Balog:

Enclosed are the easement instruments that cover the Houston Lighting & Power Company facilities which will remain on the subject property to serve our existing customers. Also enclosed is the agreement letter stating the removal cost of the remainder of our existing facilities which will be extracted from the property.

You or your client will need to have each of the easement instruments signed by the appropriate party and notarized. The original of the agreement letter and the remittance of $654.00 will also need to accompany the easements when they are completed.

Upon the receipt of the above mentioned easements, agreement letter and remittance, Houston Lighting & Power Company will be agreeable to the abandonment of the existing street dedications and will procede with the preparation of the work orders to remove our unnecessary facilities.

If you have any questions or need any further assistance, please do not hesitate to contact me at 391-3111 X206.

Sincerely,

Robert Pearson

Robert Pearson
Commercial Specialist

RP/lk

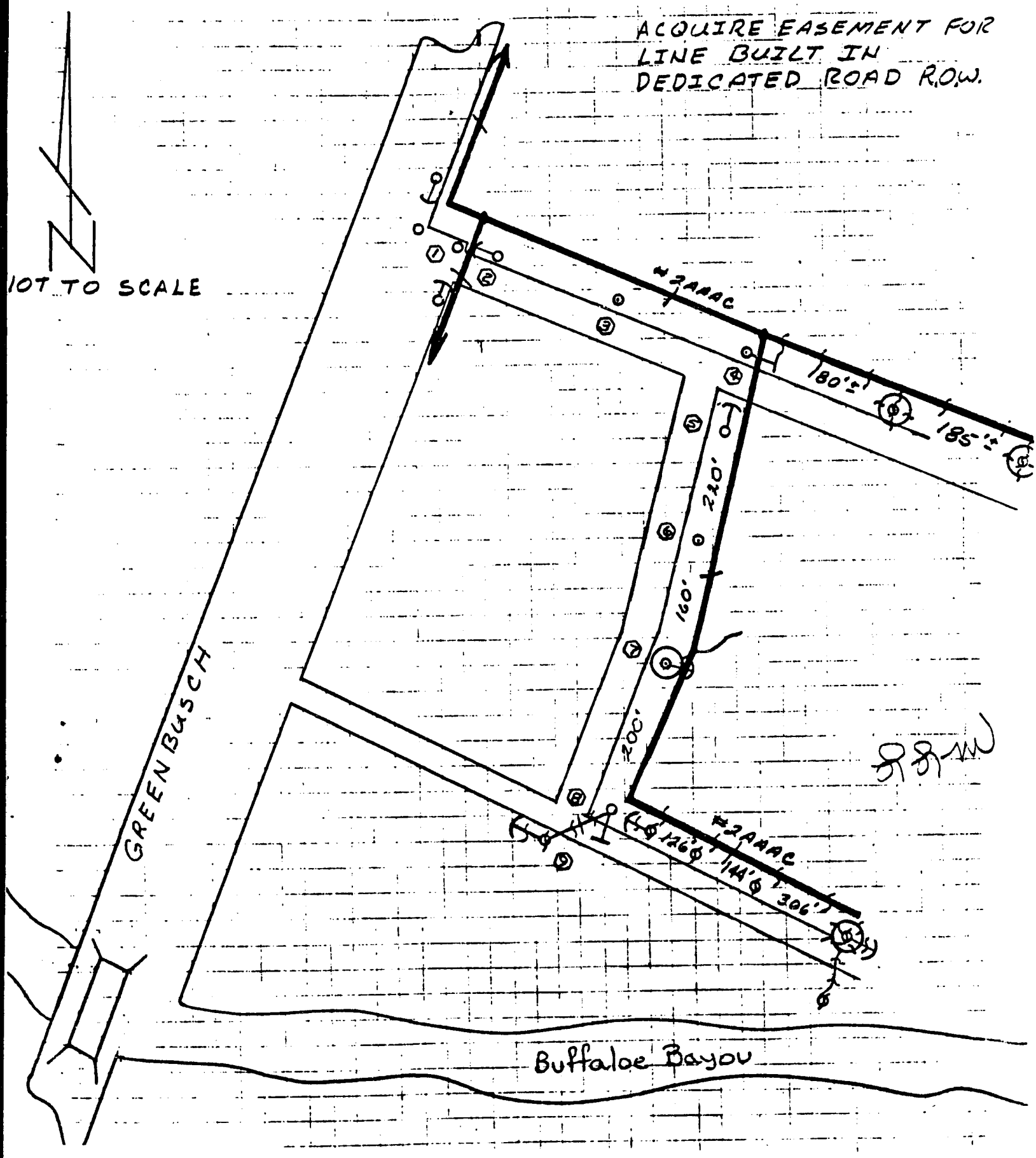
HL&P 13 (1-84)

HOUSTON LIGHTING & POWER COMPANY

WORKING SKETCH

0032

SEC. NO.	LAMB. NO.	CKT.	P.S. NO.	E.R. NO.	W.A. NO.	I.F. NO.
C	4356		605	208	208	42575



AFFIDAVIT OF POSTING

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Michael C. Balog, who, after being by me duly sworn, said upon his oath:

"I, Michael C. Balog, do solemnly swear (or affirm) that I posted a copy of the attached Notice of Intent to Apply for Abandonment regarding a portion of Lake Drive on the 16th day of December, 1986, and that said notice was posted in three (3) public places in Fort Bend County, Texas, being the county in which the property described therein is located, one of which places was the door of the Courthouse of said county, and the other two (2) places were Katy ISD Administration Building on Highway 1463, Katy, Texas, and on a fence post visible from the road at 3625 Green Busch Road, Katy, Texas, said places being in the vicinity of the route of said road."

Michael C. Balog
MICHAEL C. BALOG

SWORN TO AND SUBSCRIBED BEFORE ME, this 24th day of December, 1986, to which witness my hand and seal of office.

Mary Hein
Notary Public
State of Texas

MARY HEIN
Notary Public, State of Texas
My Commission Expires Feb. 4, 1990

THE STATE OF TEXAS

COUNTY OF AUSTIN

BEFORE ME, the undersigned authority, on this day personally appeared Michael C. Balog, 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 the 24th day of December, 1986.

Mary Hein
Notary Public
State of Texas

MARY HEIN
Notary Public, State of Texas
My Commission Expires Feb. 4, 1990

NOTICE OF APPLICATION TO CANCEL SUBDIVISION AND OF APPLICATION FOR TERMINATION AND ABANDONMENT OF A PORTION OF LAKE DRIVE

THE STATE OF TEXAS

COUNTY OF FORT BEND

TO ALL PERSONS INTERESTED IN: A certain tract or parcel of land sometimes known as Pin Oak Estates or Pin Oak Estates, Section I situated in Fort Bend County, Texas, and a certain strip of land known as Lake Drive, situated in Fort Bend County, Texas.

Notice is hereby given that on the 15th day of December, 1986, an Application for Cancellation of Subdivision was presented to the Commissioners' Court of Fort Bend County, Texas, by Charles Miles, Sherial Miles, John Timothy Miles, Myrna Jean Miles, R. L. Langford and Penny Langford ("Applicants") with the consent of Allied Bank Memorial, which is the holder of one or more deed of trust liens upon the land described in said Application. The Application for Cancellation of Subdivision requests that the Commissioners' Court authorize the Applicants to cancel certain instruments recorded in the public records of Fort Bend County, Texas, relating to a tract of approximately 71 acres of land located to the east of the intersection of Green Busch Road with the WillowFork Branch of Buffalo Bayou in Precinct No. 3, Fort Bend County, Texas, which land has been sometimes known as Pin Oak Estates or Pin Oak Estates, Section I.

Notice is also hereby given that on the 15th day of December, 1986, an Application for Termination and Abandonment of a Portion of Lake Drive was presented to the Commissioners' Court of Fort Bend County, Texas, by Charles Miles and Sherial Miles for the termination and abandonment of a portion of Lake Drive situated southeast of Green Busch Road in Precinct No. 3, Fort Bend County, Texas, said Lake Drive having been dedicated in the instrument recorded in Volume 777 at Page 647 of the Deed Records of Fort Bend County, Texas.

The portion of Lake Drive which has been requested to be terminated and abandoned extends in a generally southerly direction from the point where said Lake Drive turns south, approximately 1,965 feet in a southeasterly direction from the intersection of Lake Drive with Green Busch Road.

Notice is hereby given that the Commissioners' Court will hear and act on the Application for Termination and Abandonment of a Portion of Lake Drive on the 12th day of January at 10:00 o'clock A.M. and on the Application to Cancel Subdivision on the 12th day of January, 1987, at 11:00 o'clock A.M., both of which hearings will take place in the Commissioners' Courtroom located in the Fort Bend County Courthouse Annex, Richmond, Texas, and any persons interested in such lands or roadway desiring to protest said Applications are hereby commanded to appear at such times and place and make their protest.

WITNESS MY HAND this 15th day of December, 1986.

Michael C. Balog

MICHAEL C. BALOG
Attorney for Applicants
110 Main, Suite 201
P. O. Box 592
Sealy, Texas 77474
State Bar No. 01658300
Phone: (713) 493-6075 (Houston line)
(409) 885-2989 (Sealy line)

POSTED this _____ day of December, 1986.

PLEASE DO NOT REMOVE PRIOR TO JANUARY 12, 1987

22. CONSIDER EXTENDING AGREEMENT WITH CONTRACTOR FOR EXCAVATION ON RABBS BAYOU:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to extend agreement with contractor for excavation on Rabbs Bayou at 41¢ a yard for 152,000 additional yards.

Stanley Kurcherka request renewal for excavation of Rabbs Bayou.

23. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH GOLIAD COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Goliad County for the housing of juveniles at $55.00 per day. (Recorded in minutes in full)

24. CONSIDER THE APPOINTMENT OF A COMMISSIONER FOR THE PURPOSE OF SELLING OR LEASING THE COUNTY-OWNED REAL PROPERTY LOCATED ON FM-2218 (COMMONLY REFERRED TO AS PRECINCT 1 MAINTENANCE FACILITY), THE APPOINTMENT OF A REAL ESTATE APPRAISER FOR SAME, AND AUTHORIZE NOTICE OF PUBLICATION OF THE SALE OR LEASE IN A LOCAL NEWSPAPER:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Larry Wagenbach as Commissioner and Joe Benes as Appraiser for the purpose of selling or leasing the county-owned real property located on FM-2218 and authorize public notice of the sale or lease in a local newspaper. (Recorded in minutes in full)

25. 11:00 A.M.-HOLD PUBLIC HEARING ON THE CANCELLATION OF SUBDIVISIONS KNOWN AS PIN OAK ESTATES AND PIN OAK ESTATES, SECTION 1 IN PRECINCT 3 AND CONSIDER TAKING ACTION ON SAME:

Mike Balog discussed the cancellation of Pin Oak Estates and Section 1 as recorded in the Fort Bend County Deed Records (not a recorded subdivision plat).

Continue public hearing for further study until February 16, 1987 at 10:00 a.m.

26. CONSIDER APPLICATION FROM SUGAR LAND PROPERTIES TO INSTALL BOX CULVERTS CROSSING DULLES AVE. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Sugar Land Properties to install box culverts crossing Dulles Ave. in Precinct 3. (Recorded in minutes in full)

27. CONSIDER APPLICATION FROM SHRY CONSTRUCTION TO LAY A GAS PIPELINE CROSSING LONG POINT SLOUGH IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept permit application from Shry Construction to lay a gas pipeline crossing Long Point Slough in Precinct 3. (Recorded in minutes in full)

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF Goliad

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Goliad, hereinafter referred to as "Goliad".

WHEREAS, Goliad desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Goliad has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Goliad in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Goliad mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Goliad monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Goliad to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Goliad, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Goliad being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

Doug. given to judge

6. It is understood and agreed between the parties that it will be the respnsibility of Goliad (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Goliad being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Goliad upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 2nd day of January, 19 87.

THE COUNTY OF GOLIAD, TEXAS

John R. Barnhill, County Judge

ATTEST:

Gail M. Turley, County Clerk

SIGNED this _____ day of _____, 19____.

THE COUNTY OF FORT BEND, TEXAS

_____, County Judge

ATTEST:

_____, County Clerk

APPROVED:

Sterling Moore, Acting Chief

ORDER OF COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS TO SELL OR LEASE THE COUNTY REAL PROPERTY LOCATED ON FM 2218, COMMONLY REFERRED TO AS PRECINCT NO. 1 MAINTENANCE FACILITY, BEING FOUR ACRES, MORE OR LESS, IN FORT BEND COUNTY, TEXAS, ORDERING PUBLICATION OF NOTICE OF SALE OR LEASE, APPOINTMENT OF COMMISSIONER FOR SAME AND THE DESIGNATION OF AN APPRAISER PERTAINING TO SAME.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This the 12th day of January, 1987, in regular order and at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, came on to be heard and considered the matter of the sale or lease of the County owned Real Property located on FM 2218, commonly referred to as the Precinct No. 1 Maintenance Facility, being four acres, more or less, located in Fort Bend County, Texas; and

It appears to the Court, and the Court so affirmatively finds, by a majority affirmative vote that the said property is no longer needed for County purposes, and should be leased or sold in accordance with provisions with Article 1577, Vernon's Annotated Civil Statutes, therefore, upon motion made by Commissioner Pustka and Seconded by Commissioner Denham, and duly passed by majority affirmative votes of all elected Commissioners, it is therefore

ORDERED AND DECREED by said Commissioners' Court of Fort Bend County, said County owned property, real property located on FM 2218, commonly referred to as Precinct No. Maintenance Facility, being four acres, more or less, may be sold or leased at a public auction or by sealed bids, that Larry Wagenbach is hereby appointed as Commissioner to sell or lease said real property for and in behalf of Fort Bend County after publication notice of sale or lease as provided in said Article 1577, and that Joe Benes is hereby appointed as Appraiser, who shall determine what the fair market value of said property to be sold or leased and it shall not be sold or

leased for an amount less that so determined, which said amount shall be reported to the Commissioner of Sale and to the Commissioners' Court prior to the sale or lease and shall, if deemed reasonable, be approved by them prior to the sale or lease.

IN WITNESS WHEREOF, the Commissioners' Court of Fort Bend County, Texas, has caused this Order to be entered on its minutes and to be hereby executed by JODIE E. STAVINOHA, County Judge of Fort Bend County, Texas, this 12th day of JANUARY, 1987.

COMMISSIONERS' COURT OF
FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON
County Clerk

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00883

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Properties dated 1/7/87, permit no. 80788 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 17th. 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 [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 1/15/87

Appl. # 80788

00884

0032

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

1-9-87
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 $147,012.50

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we HATCHER CONSTRUCTION COMPANY, INC. as principal and THE OHIO CASUALTY INSURANCE COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of ONE HUNDRED FORTY SEVEN THOUSAND TWELVE AND 50/100 DOLLARS (147,012.50) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 8th day of January, 19 81

HATCHER CONSTRUCTION COMPAN, INC.
PRINCIPAL

BY: Doug Hatcher, President

THE OHIO CASUALTY INSURANCE COMPANY
SURETY

BY: M. E. Glenn, Attorney-in-fact

00887

0032

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80788

Formal notice is hereby given that Sugarland Properties, Inc., propo to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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	Open Cut
Dulles Avenue	250' South of Avenue "E" and Lester Road	110 L. F.	30 L. F.	30 L. F.		50 L. F.
Dulles Avenue	5-5'x5' Box Culverts	500 L. F.				500 L. F

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

Construction of approximately 100 L. F. of 48" CGMP within the right-of-way of Dulles Avenue. Including 5-5'x5' Box Culverts (500 L. F.)

The location and description of the proposed installation and appurtenances is more fully s on the attached plans and drawings. (Plans and drawings of proposed installation and appur ances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, date the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Lichliter/Jameson & Associates, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week

Lynn Stracener
(Signature)

NAME & TITLE Lynn Stracener
(Please Print)
Senior Project Manager
DATE: January 7, 1987
ADDRESS 11111 Brooklet Dr. Suite 100
(Street/P.O. Box)

Houston, Texas 77099-3596
City State Zi
TELEPHONE NO: (713) 561-5190

27

00888

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Shry Construction, Inc. dated 1/9/87, permit no. 80789 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 17th. 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 Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley I. Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Koler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 1/15/87

00889

The Ohio Casualty Group of Insurance Companies

136 North Third Street, Hamilton, Ohio 45025

0032

BOND

KNOW ALL MEN BY THESE PRESENTS That we, SHRY CONSTRUCTION, INC. of TOMBALL, TEXAS (hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, an Ohio corporation with principal offices at Hamilton, Ohio, (hereinafter called the Surety) as Surety, are held and firmly bound unto COUNTY OF FORT BEND 3403 AVE "F" ROSENBERG, TEXAS 77471 (hereinafter called the Obligee), in the penal sum of TWO THOUSAND AND NO /100 ($ 2,000.00) Dollars, for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 2 day of JANUARY 19 87

WHEREAS, the said Principal has made or is about to make application to said Obligee for { a license as / a permit to } CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED.

for a term beginning on JANUARY 2, 1987 * and ending on JANUARY 2, 1988

* (Strike out if license or permit is issued for indefinite term)

NOW, THEREFORE, If the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

1. This bond shall be and remain in full force during the term of said license or permit unless cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a term of one year or any other specific term, and said license or permit is renewed for one or more specific terms, this bond shall be and is hereby extended to cover during such additional term or terms. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in the first paragraph of this bond.

2. The Surety shall have the right to terminate its liability hereunder by notifying in writing FORT BEND COUNTY ENGINEERS OFFICE, % ALTON PRESSLEY, ATTN: CARL BAKER

(Give name and address of department or official to whom notice should be addressed)

3403 AVE " F" ROSENBERG, TEXAS 77471

ten (10) days in advance of its intention so to do.

SHRY CONSTRUCTION, INC

Gary M. Shry

BY: GARY M. SHRY, Pres

THE OHIO CASUALTY INSURANCE COMPANY

By Herman M. Oltmann

Attorney-in-fact.

HERMAN M. OLTMANN

Orig. in bond file

Form S-3853-IJ — License or Permit Bond — 8-70-10M

Appl. # 80789 00890

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, Texas.

Karl E. Baker
Karl E. Baker, P. E.
Assistant Engineer

1-9-87
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 $2000.00

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)

00891

0032

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80789

Formal notice is hereby given that Shry Construction Inc., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Long Point Slough	1450' south of FM 1093 & 400' east of Canal Rd	75 ft.	Open	Cut & Backfilled		

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

Project to consist of installing a 3" webbed steel gas pipeline inan easement outside of the east right of way line of Canal Rd. and along the south line of the Southern Pacific Transporation Company right of way asshown on the attached plan.

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: Shry Construction, INc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Gary M. Shry
(Signature)
NAME & TITLE Gary M. Shry, President
(Please Print)
DATE:
ADDRESS 11012 Mahaffey Rd.
(Street/P.O. Box)
Tomball, Texas 77375
City State Zip
TELEPHONE NO: (713) 351-8825

28. ACCEPT BIDS FOR THE FOLLOWING: (1) PRECAST CONCRETE BOX CULVERTS INSTALLED (#87-01); (2) ONE OR MORE NEW FLAT BED DUMP TRUCK, 28,000 GVWR MIN., WITH OR WITHOUT TRADE-IN (#87-04):

Accept bid for precast concrete box culverts installed:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to L & W EXCAVATOR for precast concrete box culverts installed in the amount of $29,379 for Precinct #4. (Recorded in minutes in full)

Accept one or more new flat bed dump truck, 28,000 GVWR min. with or without trade-in:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids and readvertise for same.

29. TRANSFER FUNDS FROM CONTINGENCY FUND TO INDIVIDUAL DEPARTMENT BUDGETS FOR JOB CLASSIFICATION CHANGES:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to transfer $53,787.39 from Contingency Fund to individual department budgets for job classification changes. (Recorded in minutes in full)

Richard Selleh, Personnel Director request additional funds for various departments due to promotions in pay grade.

30. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), V.T.C.S.:

Met in Closed Session.

RECESS:

Commissioners' Court recessed at 12:10 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

31. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

32. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) EIGHTEEN NEW AUTOMOBILES (LAW ENFORCEMENT) (#87-05); (2) ONE OR MORE NEW AUTOMOBILES (STAFF) (#87-06); (3) ONE OR MORE NEW PICKUP TRUCKS (#87-07); (4) STRUCTURAL STEEL FOR DEBORAH STREET BRIDGE, PRECINCT 3 (#87-08):

Open bids for eighteen new automobiles (Law Enforcement):

The following bids were presented to Commissioners' Court for review.

A)	A.C. COLLINS	G)	MARSHALL FORD-MERCURY
B)	CHUCK MILLER FORD	H)	MORT HALL FORD
C)	DUB MILLER FORD, INC.	I)	RUSSELL AND SMITH FORD
D)	HELFMAN FORD	J)	SAN JACINTO FORD
E)	JACK ROACH FORD	K)	WESTWAY FORD, INC.
F)	KNAPP CHEVROLET	L)	LAWRENCE-MARSHALL CHEV.

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28/a

PRECAST CONCRETE BOX CULVERTS INSTALLED
BID #87-01

COMPANY	UNIT PRICE	DELIVERY & SET UP	BID GUARANTEE	REMARKS
L & W EXCAVATORS	✓ $29,379.00	60 DAYS	30 DAYS	LOW BIDDER MEETING SPECS.
UTICON, INC.	$31,290.00	95 DAYS	60 DAYS	
B & T CONTRACTING	$49,350.00	60 DAYS	60 DAYS	
AARON-BRUCE CO.	$61,530.00	120 DAYS	30 DAYS	

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28)b

PURCHASE OF ONE (1) OR MORE NEW FLAT BED DUMP TRUCK 28,000 GVWR MINIMUM WITH OR WITHOUT TRADE-IN
BID #87-04

COMPANY	PRICE	TRADE-IN	TOTAL PRICE AFTER TRADE-IN ALLOWANCE	DELIVERY	MAKE & MODEL	REMARKS
KNAPP CHEVROLET	$21,625.00	$1,250.00	$20,375.00	120-135 DAYS	87' C70 CC7D042	DOES NOT MEET SPECS.
KNAPP CHEVROLET (ALTERNATE BID)	$22,650.00	$1,250.00	$21,400.00	20 DAYS	86' C70	DOES NOT MEET SPECS.
BAYOU CITY FORD	$22,378.56	$2,000.00	$20,378.56	60 DAYS	F800	DOES NOT MEET SPECS.
SAN JACINTO FORD	$23,190.75	$2,500.00	$20,690.75	90 DAYS	F700	DOES NOT MEET SPECS.

Reject

DEPARTMENT	AMOUNT NEEDED
Data Processing	$ 5,876.50
Health Department	3,028.00
Purchasing	1,870.00
Fairgrounds	743.00
Library	5,371.90
Tax Office	17,926.00
County Clerk	18,971.99
TOTAL	$ 53,787.39

EMPLOYEES AND TITLES

EFFECTED BY PAY GRADE CHANGES

DEPARTMENT:Data Processing

NAME	TITLE	SALARY (HOURLY/ ANNUALLY)	GRADE	NEW SALARY (HOURLY/ SALARY)	COST ANNUALLY
John C. Tenczynski	Comp. Oper.	$ 7.20 $14,976.00	9	$ 7.97 $16,588.00	$ 1,612.00
R.W. Bounds	Comp. Oper.	$ 7.25 $15,080.00	9	$ 7.97 $16,588.00	$ 1,508.00
					$ 3,120.00
					$ 218.40 Retirement
					$ 223.10 FICA
					$ 3,561.50
Enos Humphrey	Comp. Oper.	$ 7.00 $14,560.00	9	$ 7.97 $16,588.00	$ 2,028.00
					$ 142.00 Retirement
					$ 145.00 FICA
					$ 2,315.00
					$ 5,876.50

EMPLOYEES AND TITLES

EFFECTED BY PAY GRADE CHANGES

DEPARTMENT: Health Department

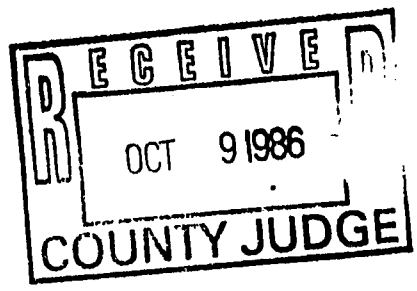
NAME	TITLE	SALARY (HOURLY/ ANNUALLY)	GRADE	NEW SALARY (HOURLY/ ANNUALLY)	COST ANNUALLY
Stacey Garey	Sanitarian	$ 9.31 $19,370.00	15	$10.58 $22,022.00	$2,652.00
					$ 186.00 Retirement
					$ 190.00 F.I.C.A.
					$3,028.00

FORT BEND COUNTY HEALTH DEPARTMENT
P. O. BOX 668
ROSENBERG, TEXAS 77471

00898

0032

October 8, 1986



County Judge Jodie Stavinoha
500 Jackson Room 103
Annex
Richmond, Texas 77469

Dear Judge Stavinoha:

In reference to this years budget, I would like to request that Mr. Stacey Garey be upgraded from Inspector to Sanitarian. Mr. Garey is a registered Sanitarian and is performing these duties and deserves the increase in salary and position.

Also, due to the increased population of Fort Bend County, the increase in workload and personnel of our department I feel that my salary should be increased to $9,000.00 per year.

Sincerely,

W. E. Culpepper, M. D.
Director
Fort Bend County Health Dept.

WEC/hlw

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

Jan. 5, 1987

W. E. Culpepper, M. D.
Director
Fort Bend County Health Dept.

Dear Doctor Culpepper:

I talked with County Judge Jodie Stavinoha about Mr. Stacey Garey being upgraded from Inspector to Sanitarian. We have no problem with the work Mr. Garey is doing as a Sanitarian. The Judge asked me to check to see if there was money in your budget to pay for the salary increase. The amount needed is $2,652.00. If you have the funds you may go ahead and upgrade Mr. Garey at this time. If the funds are not available please contact me and I will talk to the Judge again and see if we can work this out.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

EMPLOYEES AND TITLES

EFFECTED BY PAY GRADE CHANGES

DEPARTMENT: Purchasing

NAME	TITLE	SALARY (HOURLY/ ANNUALLY)	GRADE	NEW SALARY (HOURLY/ ANNUALLY)	COST ANNUALLY
Debra Jeanne Kaminski	Buyer II	$ 7.19 $14,950.00	9	$ 7.97 $16,588.00	$ 1,638.00
					$ 115.00 Retireme
					$ 117.00 FICA
					$ 1,870.00

EMPLOYEES AND TITLES

EFFECTED BY PAY GRADE CHANGES

DEPARTMENT: Fairgrounds

NAME	TITLE	SALARY (HOURLY/ ANNUALLY)	GRADE	NEW SALARY (HOURLY/ ANNUALLY)	COST ANNUALLY
Charlie Lott	Bld. Main. Worker I	$ 5.75 $11,960.00	5	$ 6.06 $12,610.00	$ 650.00 $ 46.00 Retirement $ 47.00 FICA $ 743.00

BID ITEM: EIGHTEEN (18) NEW POLICE CARS-LAW ENFORCEMENT 320902

BID NUMBER: #87-05

0032

VENDORS NOTIFIED BY MAIL

COMPANY	BID PRICE
A.C. COLLINS ✓	9869.00
APPLE CHEVROLET	
ARCHER CHRY-PLY	
BAYOU CITY FORD TRUCKS SALES	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD ✓	9702.65
DOUG RUSSELL CHEVROLET	
DUB MILLER FORD, INC. ✓	$10,020.36 [illegible] 12/2/86
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLERIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILLMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD ✓	9918.00
JACK ROACH FORD ✓	9869.02
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC.	
KINSEL FORD, INC.	
KNAPP CHEVROLET ✓	10,934.00
LAWRENCE-MARSHALL CHEV-OLDS ✓	10,776.84
LEBLANC-WALDROP CHRY.	
MAC TRUCKS INC.	
MARSHALL FORD-MERCURY ✓	10,239.00
MCMILLAN FORD	
MORT HALL FORD ✓	10,174.00
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSELL AND SMITH FORD ✓	11,338.00
SAN JACINTO FORD ✓	10,188.28
SOUTH LOOP FORD TRUCKS	
TRUCKS OF TEXAS	
UNIVERSAL FORD	
WESTWAY FORD, INC. ✓	10,035.75
WHITE PONT-CAD-GMC	
WORLD WIDE TRUCKS, INC.	
Mac Haik ✓	10,341.50
~~Knapp~~	~~10,934~~
Brasher ✓	10,150.00

Open bids for one or more new automobiles (staff):

The following bids were presented to Commissioners' Court for review.

A) A.C. COLLINS
B) CHUCK MILLER FORD
C) DUB MILLER FORD, INC.
D) HELFMAN FORD
E) JACK ROACH FORD
F) KNAPP CHEVROLET
G) LAWRENCE-MARSHALL CHEV.
H) MARSHALL FORD-MERCURY
I) RUSSELL AND SMITH FORD
J) SAN JACINTO FORD
K) WESTWAY FORD, INC.
L) BRASHER MOTORS
M) MACK HAIK

Open bids for one or more new pickup trucks:

The following bids were presented to Commissioners' Court for review.

A) A.C. COLLINS
B) CHUCK MILLER FORD
C) DUB MILLER FORD
D) GILLMAN DODGE
E) JACK ROACH FORD
F) KNAPP CHEVROLET
H) LAWRENCE-MARSHALL CHEV.
I) MARSHALL FORD-MERCURY
J) SAN JACINTO FORD
K) WESTWAY FORD, INC.
L) BRASHER MOTORS

Open bids for structural steel for Deborah Street Bridge, Prct. 3:

The following bids were presented to Commissioners' Court for review.

A) FRESNO LEGRAND
B) JESTEX
C) C & S METAL FABRICATION

33. 1:30 P.M.- CONSIDER APPROVAL OF PLATS FOR THE FOLLOWING: (1) MAREK LANE ESTATES SUBDIVISION IN PRECINCT 2; AND (2) ENGLEWOOD, SECTION 2 IN PRECINCT 4:

Approve plat for Marek Lane Estates Subdivision in Precinct 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plat for Marek Lane Estates Subdivision in Precinct 2. Plat and Tax Statement were presented to Commissioners' Court. (Recorded in minutes in full)

Approve plat for Englewood, Section 2 in Precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Englewood, Section 2 in Precinct 4. Plat, Tax Statements and Bond were presented to Commissioners' Court. (Recorded in minutes in full)

34. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

35. ADJOURNMENT:

Commissioner Court adjourned at 3:30 p.m. Monday, January 12, 1987.

32/2

BID ITEM: ONE (1) OR MORE NEW STAFF CARS

BID NUMBER: #87-06

00904

VENDORS NOTIFIED BY MAIL

0032

COMPANY		BID PRICE
A.C. COLLINS ✓		10,949
APPLE CHEVROLET		
ARCHER CHRY-PLY		
BAYOU CITY FORD TRUCKS SALES		
BOB ROBERTSON CHEVROLET		
CHUCK DAVIS CHEVROLET		
CHUCK MILLER FORD ✓		9702.65
DOUG RUSSELL CHEVROLET		
DUB MILLER FORD, INC. ✓	11,411.80	[illegible] 12/31/86
EAST BERNARD FORD		
ENERGY COUNTRY FORD		
GALLERIA AREA FORD		
GEORGE PHARIS CHEVROLET		
GILLMAN DODGE		
HALL CHEVROLET		
HARRY SHANKS CHEVROLET		
HELFMAN FORD ✓		9918.00
JACK ROACH FORD ✓		9712.05
JIMMY GREEN CHEVROLET		
JOE CAMP FORD		
JOE GRILLO OLDS		
JOE HUBENAK CHEVROLET		
JOE MYERS FORD, INC.		
KINSEL FORD, INC.		
KNAPP CHEVROLET ✓		9949.00
LAWRENCE-MARSHALL CHEV-OLDS ✓		9925.18
LEBLANC-WALDROP CHRY.		
MAC TRUCKS INC.		
MARSHALL FORD-MERCURY		11,388.00
MCMILLAN FORD		
MORT HALL FORD		
NORTHPOINT CHRY-PLY		
RON CARTER CHEVROLET		
RUSSELL AND SMITH FORD		11,019.00
SAN JACINTO FORD ✓		11,336.75
SOUTH LOOP FORD TRUCKS		
TRUCKS OF TEXAS		
UNIVERSAL FORD		
WESTWAY FORD, INC. ✓		11,127.76
WHITE PONT-CAD-GMC		
WORLD WIDE TRUCKS, INC.		
Brasher Motors		9008.94
Mac Haik		10,176.85

BID ITEM: ONE (1) OR MORE NEW PICKUP TRUCKS

32/3

BID NUMBER: #87-07

00905

VENDORS NOTIFIED BY MAIL

0032

COMPANY		BID PRICE
A.C. COLLINS		10,769.00
APPLE CHEVROLET		
ARCHER CHRY-PLY		
BAYOU CITY FORD TRUCKS SALES		
BOB ROBERTSON CHEVROLET		
CHUCK DAVIS CHEVROLET		
CHUCK MILLER FORD ✓		10,486.00
DOUG RUSSELL CHEVROLET		
DUB MILLER FORD, INC. ✓	11,150.00	12/31/86
EAST BERNARD FORD		
ENERGY COUNTRY FORD		
GALLERIA AREA FORD		
GEORGE PHARIS CHEVROLET		
GILLMAN DODGE ✓		10,449.43
HALL CHEVROLET		
HARRY SHANKS CHEVROLET		
HELFMAN FORD		
JACK ROACH FORD ✓		10,640.85
JIMMY GREEN CHEVROLET		
JOE CAMP FORD		
JOE GRILLO OLDS		
JOE HUBENAK CHEVROLET		
JOE MYERS FORD, INC.		
KINSEL FORD, INC.		
KNAPP CHEVROLET ✓		10,489.00
LAWRENCE-MARSHALL CHEV-OLDS ✓		10,514.25
LEBLANC-WALDROP CHRY.		
MAC TRUCKS INC.		
MARSHALL FORD-MERCURY ✓		11,337.00
MCMILLAN FORD		
MORT HALL FORD		
NORTHPOINT CHRY-PLY		
RON CARTER CHEVROLET		
RUSSELL AND SMITH FORD		
SAN JACINTO FORD ✓		11,180.71
SOUTH LOOP FORD TRUCKS		
TRUCKS OF TEXAS		
UNIVERSAL FORD		
WESTWAY FORD, INC. ✓		10,713.56
WHITE PONT-CAD-GMC		
WORLD WIDE TRUCKS, INC.		
Brasher Motors		10,633.00

32/4

00906

0032

BID ITEM: STRUCTURAL STEEL

BID NUMBER: #87-08

VENDORS NOTIFIED BY MAIL

COMPANY	BID PRICE
CUBECO	
FRESNO LEGRAND	21,789.00
JESTEX	14,263.16
LUPO MANUFACTURING CO.	
PACE STEEL CO.	
C & S Metal Fabrication	14,175.00

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 12th day of JAN., 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

Joyce Tompkins
County Auditor

Date: 1-12-87

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 12TH day of JANUARY, 1987 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 ACCEPTING TOWNEWEST DRAINAGE CHANNELS INTO THE DRAINAGE DISTRICT MAINTENANCE SYSTEM (TOTALING 10,520):

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Townewest Drainage Channels into the Drainage District maintenance system totaling 10,520. feet. (Recorded in minutes in full)

2. DISCUSS AND REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

   The December 1986 Drainage District monthly report was discussed.

3. ADJOURNMENT:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 2:10 p.m. Monday, January 12, 1987.

00909 Drainage #1 1-12-87

BERNARD JOHNSON INCORPORATED
5050 WESTHEIMER • HOUSTON, TEXAS 77056 • 713/622-1400 • CABLE: JOHNSENG

0032

January 12, 1987

Mr. Stanley L. Kucherka, P.E.
Fort Bend County Engineer
P.O. Box 1028
Rosenberg, TX 77471

Attention: Mr. Dan Gerken

Reference: Fort Bend County MUD No. 2
Acceptance of Channel Improvements Within Townewest Subdivision
BJI J.O. 72092-02

Dear Mr. Kucherka:

In conjunction with our request for acceptance of channels within Townewest Subdivision, we are providing the following additional information:

Item No.	Channel Designation & Location	Total Length
1	Channel "A-1" from Station 0+00 (640 feet downstream of Spanish Grant Drive) to Station 9+70 (330 feet upstream of Spanish Grant Drive)	970 ft.*
2	Channel "A" from Station 0+00 downstream of Spanish Grant Drive to its confluence with Channel "B" at Station 18+33.3 downstream of Townewest Boulevard	1,833 ft.
3	Channel "B-1" from Station 0+00 at Old Richmond Road to its confluence with Channel "B" at Station 20+94.94 at Old Towne Lane	2,095 ft.
4	Channel "B" from Station 0+00 at Old Towne Lane to its confluence with Channel "C" downstream of Townewest Boulevard at Station 17+23.02	1,723 ft.
5	Channel "C-1" from Station 0+00 east of Belknap Road to Station 10+41.63 at Townewest Boulevard	1,042 ft.
6	Channel "C" from Station 0+00 at Townewest Boulevard to Station 23+16.44 at Belknap Road	2,316 ft.
		9,979 ft.

* Does not include segment of Channel "A-1" that has 248 feet of 54 inch storm sewer within easement (Sta. 9+70 to Sta. 15+11).

Also, enclosed is an overall layout of the channels showing their location.

It is our understanding that the acceptance of the channels by Fort Bend County Drainage District will be on the January 12, 1987 agenda. We plan to have a representative in attendance at that meeting to answer any questions that may arise.

If you have any questions or comments, please call.

Sincerely,

Steven P. Gardner, P.E.
Project Manager

ss

Enclosures

cc: Ms. Diane Umstead
Mr. Robert Darden

#2 Drainage 1-12-87

00911

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.

0032

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

MONTHLY REPORT

December 1986

Shredding was the only method used during December to remove vegetation from channels. No boom spraying was done. A total of twentyone (21) streams received treatment. Some of these included Big Creek, Ditch B, Snake Creek Laterals, I-C-8 and I-C-10 and Middle Bayou. A complete list of streams worked is included later in this report.

The District's bridge crew worked on a variety of projects. The crew continued to work on the bridge across Dry Creek on the Bryan property. This structure replaces an existing structure that was removed during the re-channelization of Dry Creek. A bridge across Flewellen Ditch near Winner Foster Road was repaired during December. The work included the rebuilding of two (2) spans.

Work began again on Buffalo Creek. The District's Northwest 41 dragline was put back on this project.

The work on Cow Creek continued with the Northwest 9570 dragline. Twenty thousand, five hundred (20,500) cubic yards of dirt were dug.

The Dry Creek project also continued in December. The Linkbelt LS-128 dragline dug six thousand, three hundred (6,300) cubic yards.

Shirley Construction Company continued to dig on Rabbs Bayou. Approximately twentyone thousand, seven hundred (21,700) cubic yards were dug after December 10.

00912

0032

The Lower Oyster Creek project was curtailed for the most part by wet weather, therfore only minimal yardage was dug.

The following charts show where equipment worked during December.

SHREDDER REPORT

1. Aylor Ditch, II-NN

113	12/1-12/2
115	12/1-12/2
513	12/1-12/2

2. Big Creek, II-B

105	12/1-12/12
107	12/1-12/12
109	12/1-12/12
127	12/1-12/12
154	12/1-12/4
229	12/1-12/12
512	12/1-12/12

3. Ditch, II-C

119	12/19
126	12/19
242	12/19, 12/30

4. Ditch, B

106	12/1-12/9, 12/19
122	12/1-12/9, 12/19
126	12/1-12/5
242	12/1-12/5
515	12/1-12/9, 12/19

5. Ditch, B-1-a

106	12/11-12/12
122	12/12
515	12/11-12/12

6. Flewellen Ditch, II-E-10

112	12/2-12/8
118	12/1-12/8

7. Fulshear Creek, II-F

117	12/1-12/10
128	12/8-12/10
146	12/1-12/5
156	12/1-12/10

8. Guy Creek, I-A-1

110	12/9-12/12

9. Hady Creek, II-F-2

117	12/12
128	12/12
156	12/12, 12/29-12/31

10. Middle Bayou, II-D-1

111	12/1-12/4
121	12/1-12/4
126	12/9-12/12
242	12/8-12/12

11. Mustang Creek, IV

111	12/5-12/19
119	12/2
121	12/5-12/19
124	12/2

12. Orchard R.R. Ditch

113	12/3-12/5
115	12/3-12/5
513	12/3-12/5

13. Oyster Creek, II-K

119	12/3-12/12
124	12/3-12/12

14. Rabbs Bayou, II-D

119	12/16-12/17
124	12/16-12/17

15. Robinowitz Ditch, II-M

113	12/8-12/12
115	12/8-12/12
513	12/8-12/12

16. Snake Creek, I-C-6

120	12/9
123	12/9

17. Sanke Creek, I-C-8

103	12/4
120	12/4-12/8
123	12/4-12/8
155	12/4-12/5

18. Snake Creek, I-C-10

103	12/2-12/3
120	12/2-12/3
123	12/2-12/3
155	12/2-12/3

19. Turkey Creek, II-A-2-a

517	12/1-12/3

20. Turkey Creek, II-A-2-c

517	12/4-12/8

21. Willow Fork of Buffalo Bayou

112	12/9-12/12, 12/19
118	12/9-12/12, 12/19

HEAVY EQUIPMENT

1.	Big Creek, II-B	
	Linkbelt LS-98 Dragline	12/8-12/12
	Fiat Allis FD-20 Bulldozer	12/9-12/12
2.	Buffalo Creek, I-B-3	
	Northwest 41 Dragline	12/11-12/19
		12/29-12/31
3.	Cow Creek, II-A	
	Northwest 9570 Dragline	12/1-12/12
4.	Dry Creek, II-B-2	
	Linkbelt LS-128 Dragline	12/1-12/18
	International TD-25 Bulldozer	12/3-12/29
	Fiat Allis FD-16 Bulldozer	12/2-12/24
	Rapier NCK-305 Dragline	12/2-12/12
5.	Duvall Ditch, II-J	
	Linkbelt LS-2800 Excavator	12/4-12/5
6.	Flewellen Ditch, II-E-10	
	Linkbelt LS-2800 Excavator	12/17-12/30
	Linkbelt LS-98 Dragline	12/17-12/29
7.	Precinct #3 Maintenance Facility	
	Caterpillar D-6 Bulldozer	12/3-12/9, 12/11
8.	Rabbs Bayou, II-D	
	Linkbelt LS-2800 Excavator	12/1-12/3, 12/8-12/16, 12/31
	Fiat Allis FD-16 Bulldozer	12/1
	Fiat Allis FD-30 Bulldozer	12/1-12/24
	Rapier NCK-305 Dragline	12/1
	Fiat Allis FD-20 Bulldozer	12/1-12/5
	Linkbelt LS-98 Dragline	12/1-12/5
	Caterpillar D-6 Bulldozer	12/1-12/2
	Fiat Allis FD-20 Bulldozer	12/5-12/8, 12/16-12/19

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 87.

STARTING WITH
FILM CODE NO. VOL. 32 PG. 707

ENDING WITH
FILM CODE NO. VOL.32 PG.916

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

COUNTY COURT OF FORT BEND COUNTY, TEXAS

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 917.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JANUARY 19, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 12, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line items transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: (1) Request authorization for County Engineer to draw up specifications for a 1,000 gallon grease trap for jail; (2) Accept one set of World Book Encyclopedia donated to Jail Library by World Book-Childcraft Inc., Chicago, Ill.; (3) Request to advertise for bids for kitchen equipment for Sheriff's Dept. (funds are available); (4) Request approval of resolution in support of grant application to H-GAC for a Special Crimes Unit at Sheriff's Dept.

6. Accept donation of books to Fort Bend County Law Library from Sam Dick, District Attorney and Walter McMeans, Judge, County Court No. 2.

7. Mr. Sam Dick & Mr. Holman Gregory, re: approve submission of applications for grants for District Attorney's office.

8. Mr. Al Dobson, Adult Probation Officer, re: request approval of RFP for telephone system for Legion Drive office building.

9. Constable Dave Roden, Precinct 1, re: acceptance of items previously donated by Tom Herfort for the use and benefit of Precinct #1 Constable's office.

10. Marsha Gaines, Tax Assessor/Collector, re: (1) Approval of refund in the amount of $572.08; and (2) Rebudget check in the amount of $899.34 from Gates Steen into office supplies (1062).

11. Consider approval of interlocal agreement with Wharton County Junior College for E.M.S. training.

12. Consider approving cost containment recommendations for County employees medical insurance.

13. Consider approval of invoice in the amount of $5,233.84 from H-GAC for 1987 dues, and designate representatives & alternates to General Assembly & Board.

14. Authorize advertising for bids for a track job for an FD30 bulldozer.

15. Approve specifications for the purchase of vehicular fuels for the County.

16. Set public hearing date for replat of Creekshire, Section 2, Precinct 3.

17. 10:00 a.m. - Hold public hearing on replat of The Lakes of Austin Park, First Colony, in Precinct 4; and consider approval of same.

18. Consider setting public hearing on the possibility of entering the National Flood Insurance Program.

19. Consider taking action on Mainland Savings Assn. Irrevocable Standby Letter of Credit #14-003618-6 for $16,000 which expires on 1-26-87 for the widening and improvements to Clodine Reddick Road.

20. Consider an application from Entex Inc. to lay a gas line under J. Meyer Rd. in Precinct 1.

21. Consider an application from Fort Bend Telephone Co. to lay cable along old Needville-Fairchilds Rd. in Precinct 1.

22. Consider an application from Sugar Land Telephone Co. to lay cable along & under Williams Trace Blvd. in Precinct 4.

CONTINUED

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
JANUARY 19, 1987

23. Consider an application from Irish Oil & Gas to lay a gas line crossing O'Brien Rd. in Precinct 3.

24. Accept bids for the following: (1) Mowing of County right-of-ways (#86-119); (2) Eighteen new automobiles-law enforcement (#87-05); (3) One or more new automobiles-staff (#87-06); (4) One or more new pickup trucks (#87-07); (5) Structural steel for Deborah Street bridge, Prct. 3 (#87-08); (6) Word processing system for Data Processing.

25 ~~24.~~ Meet in Closed Session to discuss personnel matters as authorized by Article 6252-17, Section 2 (g), V.T.C.S., and consider taking action.

26 ~~25.~~ 1:30 p.m. - Open bids for Main Electrical Underground Feed, Prct. 3 Maintenance Facility (#87-09).

27 ~~26.~~ Approve bills.

28 ~~27.~~ Adjournment.

FILED FOR RECORD
NO. ____ TIME 2:50 A.M. P.M.

JAN 15 1987

Jeanne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Thursday, January 15, 1987 at 3:00 p.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day of JANUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

A letter was read in Commissioners' Court concerning Tax Assessor/Collector, Marsha Gaines having completed a 20 hour Disaster Recovery course and also completed the 4th Annual Seminar for County Tax Assessor/Collectors. (Recorded in minutes in full)

1. APPROVE MINUTES OF MEETING OF JANUARY 12, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 12, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel:

Commissioner Precinct #3
Fire Marshall
County Judge
Auditor
Data Processing
Juvenile Probation

5. SHERIFF GUS GEORGE, RE: (1) REQUEST AUTHORIZATION FOR COUNTY ENGINEER TO DRAW UP SPECIFICATIONS FOR A 1,000 GALLON GREASE TRAP FOR JAIL; (2) ACCEPT ONE SET OF WORLD BOOK ENCYCLOPEDIA DONATED TO JAIL LIBRARY BY WORLD BOOK-CHILDCRAFT INC., CHICAGO, ILL.; (3) REQUEST TO ADVERTISE FOR BIDS FOR KITCHEN EQUIPMENT FOR SHERIFF'S DEPT. (FUNDS ARE AVAILABLE); (4) REQUEST APPROVAL OF RESOLUTION IN SUPPORT OF GRANT APPLICATION TO H-GAC FOR SPECIAL CRIMES UNIT AT SHERIFF'S DEPT:

A00920

0032

RECEIVED
JAN 15 1987
COUNTY JUDGE

January 13, 1987

TO: Judge Jodie Stavinoha

FROM: Marsha P. Gaines

Please read into the minutes of the Commissioners Court Meeting of January 19, 1987.

00921

0032

Federal Emergency Management Agency

EMERGENCY MANAGEMENT INSTITUTE

CERTIFICATE OF ACHIEVEMENT

THIS IS TO ACKNOWLEDGE THAT

MARSHA GAINES

HAS SUCCESSFULLY COMPLETED

DISASTER RECOVERY COURSE

- 20 HOURS -

JANUARY 5-7, 1987

Date

Joseph L. LaFleur

Superintendent,
Emergency Management Institute

Bob Stout

Course Manager

Associate Director,
Federal Emergency Management Agency

Robert H. Langford

State Director

009222 0032

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A&M UNIVERSITY SYSTEM

certifies that

LYDIA BOURG

has completed with honor and distinction the

4th ANNUAL SEMINAR FOR COUNTY TAX ASSESSOR-COLLECTORS

sponsored in cooperation with the
County Tax Assessor-Collectors Association of Texas
and the Office of Professional Development, Texas A&M University

January 11-13, 1987

College Station, Texas

Lee J. Phillips
Director, Office of Professional Development
Texas A&M University

John A. Gilmartin
Conference Chairman

Joe M. Rothe
Program Chairman

Texas Agricultural Extension Service
People Helping People

Jack L. Carpenter
Director, Texas Agricultural Extension Service

Ray Prescott
President, County Tax Assessor-Collectors Association of Texas

00923

0032

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A&M UNIVERSITY SYSTEM

certifies that

MARSHA P. GAINES

has completed with honor and distinction the

4th ANNUAL SEMINAR FOR COUNTY TAX ASSESSOR-COLLECTORS

sponsored in cooperation with the
County Tax Assessor-Collectors Association of Texas
and the Office of Professional Development, Texas A&M University

January 11-13, 1987
College Station, Texas

Lee J Phillips
Director, Office of Professional Development
Texas A&M University

Jerle L Carpenter
Director, Texas Agricultural Extension Service

Ray [illegible]
President, County Tax Assessor-Collectors Association of Texas

John A. Gilmartin
Conference Chairman

Joe M Rothe
Program Chairman

Texas Agricultural Extension Service
People Helping People

00924

0032

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT

TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A&M UNIVERSITY SYSTEM

certifies that

PAMELA BIEUNEBEN

has completed with honor and distinction the

4th ANNUAL SEMINAR FOR COUNTY TAX ASSESSOR-COLLECTORS

sponsored in cooperation with the
County Tax Assessor-Collectors Association of Texas
and the Office of Professional Development, Texas A&M University

January 11-13, 1987
College Station, Texas

Lee J. Phillips
Director, Office of Professional Development
Texas A&M University

Earle L. Carpenter
Director, Texas Agricultural Extension Service

John A. Gilmartin
Conference Chairman

Joe M. Rothe
Program Chairman

Texas Agricultural Extension Service
People Helping People

President, County Tax Assessor-Collectors
Association of Texas

COUNTY OF FORT BEND

RECEIVED
JAN 19 1987
CO JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Alton B. Pressley

Period: Date of Departure February 17, 1987

Date of Return February 19, 1987

Purpose of Trip: Attend 26th Annual State Emergency Management Conference

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) ~~XXXXXXX~~ Personal Auto

Alton B. Pressley
Name

1-14-87
Date

Commissioner-Pct. #3
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 15 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 2-6-87

Date of Return 2-15-87

Purpose of Trip: to attend the National Judicial College re: Current Issues in Family Law

Places to be Visited: San Diego, CA

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name

1/14/87
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY--Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gary A. Tilton

Period: Date of Departure June 12, 1987

Date of Return June 19, 1987

Purpose of Trip: State Firemen's & Fire Marshal's Association of Texas' Annual Convention & Workshop

Places to be Visited: Amarillo

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Name

January 15, 1987
Date

Fort Bend County Fire Marshal
Title

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Jodie E. Stavinoha

Period: Date of Departure January 22, 1987

Date of Return January 23, 1987

Purpose of Trip: Resource & Recovery Committee Meeting

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

J. Stavinoha
Name

January 16, 1987
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-19-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gary A. Tilton

Period: Date of Departure February 17, 1987

Date of Return February 19, 1987

Purpose of Trip: Emergency Management Annual Conference

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Name

January 15, 1987
Date

Fort Bend County Fire Marshal
Title

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

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COUNTY OF FORT BEND

RECEIVED
JAN 14 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure January 21, 1987

Date of Return January 22, 1987

Purpose of Trip: Board meeting Texas Association of County Auditors Austin, Tx

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Joyce Tomphin
Name

January 14, 1987
Date

Fort Bend County Auditor
Title

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 14 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Ed Plant

Period: Date of Departure February 9, 1987 - February 13, 1987

Date of Return February 9, 1987 - February 13, 1987

Purpose of Trip: System Management Course (Hewlett-Packard System)

Places to be Visited: Hewlett-Packard Office, Houston, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal (commuting daily)

Charles W. Miller / Charles W. Miller
Name

January 12, 1987
Date

EDP Director/
Title

Paid for out of '86 budget (course)

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

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RECEIVED
JAN 12 1987
COUNTY JUDGE

00932

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Myself, Broadus Cater, Carol Holub

Period: Date of Departure February 17, 1987

Date of Return February 17, 1987

Purpose of Trip: Attend Seminar "Managing People and Problems"

Places to be Visited: Marriott Brookhollow, Houston, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal

Charles W. Miller / Charles W. Miller 1/7/87
Name

January 6, 1987
Date

EDP Director
Title

Funds Available in '87 Budget

* *

Approved: Commissioners' Court

County Judge

1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN - 7 1987
COUNTY

COUNTY OF FORT BEND

00933

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

1) Mary Phillips
2) LaRue Hilson
3) Lupe Palacios
4) James Clack

Period: Date of Departure 1/26/87

Date of Return 1/28/87

Purpose of Trip: Effective Management of Time Conference - Sponsored by Tex Juv. Prob. Comm. 12 hrs credit

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

1/7/87
Date

Acting Chief Juvenile Prob.
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

~~1/14/87~~ 1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN -7 1987
COUNTY JUDGE

00934

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

1) Charles Blossom
2) Bud Hamilton
3) Iris Halvan
4) Kathy Davis

Period: Date of Departure 2/2/87

Date of Return 2/4/87

Purpose of Trip: Understanding & Working with People Conference - Sponsored by Tex. Juv. Prob. Comm. 12 hrs. credit

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

1/7/87
Date

Acting Chief Juvenile Prob.
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

~~1/14/87~~ 1-19-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

Sheriff George request authorization for County Engineer to draw up specifications for a 1,000 gallon grease trap for jail:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize County Engineer to draw up specifications for a 1,000 gallon grease trap for jail.

Accept one set of World Book Encyclopedia donated to Jail Library by World Book-Childcraft Inc., Chicago, Ill.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept one set of World Book Encyclopedia donated to Jail Library by World Book-Childcraft Inc., Chicago, Ill. valued at $590.00. (Recorded in minutes in full)

Request to advertise for bids for kitchen equipment for Sheriff's Dept. (funds are available):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for kitchen equipment for Sheriff's Dept. (Funds are available)

Request approval of resolution in support of grant application to H-GAC for Special Crimes Unit at Sheriff's Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve resolution in the amount of $102,701 in support of grant application to H-GAC for Special Crimes Unit at Sheriff's Dept. (Recorded in minutes in full)

Marshall Whichard discussed the grant application of $102,701 for a special crime unit.

6. ACCEPT DONATION OF BOOKS TO FORT BEND COUNTY LAW LIBRARY FROM SAM DICK, DISTRICT ATTORNEY AND WALTER MCMEANS, JUDGE, COUNTY COURT NO. 2:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept donation of books to Fort Bend County Law Library from Sam Dick, District Attorney and Walter McMeans, Judge, County Court No.#2. (Recorded in minutes in full)

7. MR. SAM DICK & MR. HOLMAN GREGORY, RE: APPROVE SUBMISSION OF APPLICATION FOR GRANTS FOR DISTRICT ATTORNEY'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve submission of application for four grants for District Attorney's office. (Recorded in minutes in full)

Sam Dick, District Attorney request submission of three on-going grants and application for one new grant of $117,453.00 for a county screening unit.

8. MR. AL DOBSON, ADULT PROBATION OFFICER, RE: REQUEST APPROVAL OF RFP FOR TELEPHONE SYSTEM FOR LEGION DRIVE OFFICE BUILDING:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve to advertise for proposals for a new telephone system. (Recorded in minutes in full)

Al Dobson request proposals for a new telephone system.

00936

0032

STATE OF TEXAS COUNTY OF FORT BEND

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

approved

January 14, 1987

RECEIVED
JAN 14 1987
COUNTY JUDGE

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following items be included on the Commissioners' Court Agenda for Monday, January 19, 1987.

1) Request Commissioners' Court authorize the County Engineer to draw up specifications for a 1,000 gallon grease trap to be purchased for the Fort Bend County Jail.

2) Accept one set of World Book Encyclopedia donated to the Fort Bend County Jail Library by World Book-Childcraft Inc., Chicago, Illinois.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

approved 1/19

cc: Dianne Wilson, County Clerk
Mr. Stanley Kucherka, County Engineer
Mr. John Hammett, Purchasing Agent

R E S O L U T I O N

W H E R E A S, the Fort Bend County Commissioners' Court recognizes that as a result of this County being one of the fastest growing counties in the United States, it is not excluded from crime problems that naturally accompany massive growth; and

W H E R E A S, a large percentage of the crimes being committed are by Repeat or Career Criminals; and

W H E R E A S, The mission of the Fort Bend County Sheriff Department SPECIAL CRIMES UNIT is to identify, arrest, and successfully prosecute Repeat Offenders currently active and operating within the County.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Fort Bend County , upon motion by Commissioner Alton Pressley, seconded by Commissioner Bob Lutts, duly put and carried, supports the grant application for funding of a Special Crimes Unit composed of three investigators.

PASSED AND APPROVED THIS 19th day of January, 1987.

FORT BEND COUNTY

By: Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

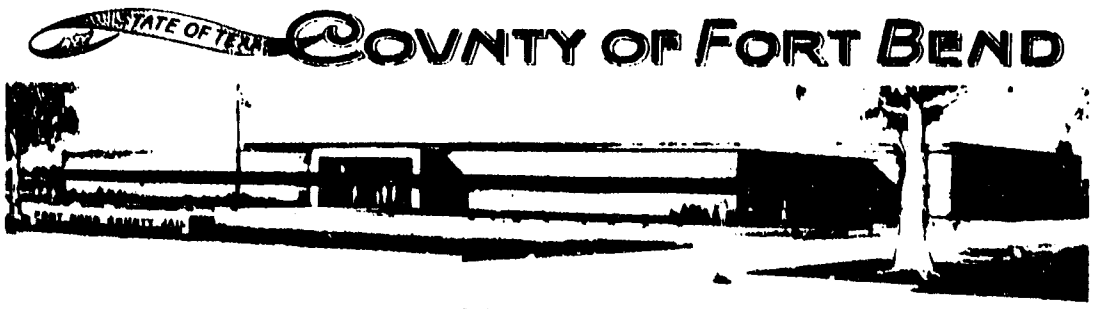
ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

5(4)

00938

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

January 15, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

Attached hereto is a grant application that we desire to submit to the Houston-Galveston Area Council in support of our request for the funding of a Special Crimes Unit composed of three investigators.

Subject to your review and approval, we request a presentation of this matter to Commissioners' Court on Monday, January 19, 1987 for a favorable resolution in support of this grant application and the requested Special Crimes Unit.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Joyce Tompkins, County Auditor

00939

OMB Approval No. 0348-0008

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [x] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE (Year month day) 19

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER
b. DATE ASSIGNED (Year month day) 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: Sheriff Department
c. Street/P.O. Box: 1410 Ransom Road
d. City: Richmond
e. County: Fort Bend
f. State
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): Mike Lorenz, Sergeant 713-341-4663,

5. EMPLOYER IDENTIFICATION NUMBER (EIN): I-7460019692

6. PROGRAM (From CFDA)
a. NUMBER 8 8 . 8 0 3
MULTIPLE [ ]
b. TITLE: Special L.E. Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Fort Bend Sheriff Department
Special Crimes Unit

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify)
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	$ 102,701 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 102,701 .00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT: 26 & 27
b. PROJECT: 26 & 27

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day) 19 87 9 1

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19 87 4 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
b. ADMINISTRATIVE CONTACT (IF KNOWN)
c. ADDRESS: P.O. 12428, Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

21. REMARKS ADDED: [ ] Yes [x] No

SECTION I—APPLICANT/RECIPIENT DATA

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 87/1/30
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
b. SIGNATURE

SECTION II—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE► (Year month day) 19

30. STARTING DATE (Year month day) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month day) 19

33. REMARKS ADDED: [ ] Yes [ ] No

NSN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-88)
Prescribed by OMB Circular A-102

DETACH AND, AS NECESSARY, STAPLE TO ABOVE SHEET.

SECTION IV—REMARKS *(Please reference the proper item number from Sections I, II or III, if applicable)*

GENERAL INSTRUCTIONS FOR THE SF-424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted in accordance with OMB Circular A-102. It will be used by Federal agencies to obtain applicant certification that states which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process have been given an opportunity to review the applicant's submission.

APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I with the exception of Box 3, "State Application Identifier." If an item is not applicable, write "NA." If additional space is needed, insert an asterisk "* ...d use Section IV. An explanation follows for each item:

Item

1. Mark appropriate ...n and application are described in OMB Circular ...ncy program instructions. Use of this form ... option. Federal agencies do not require ...

2a. Applicant's ow...

2b. Date Section I is p...

3a. Number assigned by ...

3b. Date assigned by State.

4a–4h. Legal name of applicant, nan... ...t which will undertake the assistance activi... ...ant, and name and telephone number of ... further information about this request.

5. Employer Identification Number (EIN) ... Internal Revenue Service.

6a. Use Catalog of Federal Domestic Assistance ... to program under which assistance is reques... program (e.g., joint funding), check "multiple" a... IV. If unknown, cite Public Law or U.S. Code.

6b. Program title from CFDA. Abbreviate if necessary.

7. Use Section IV to provide a summary description of the ... appropriate, i.e., if project affects particular sites as, for ... construction or real property projects, attach a map showi... project location.

8. "City" includes town, township or other municipality.

9. List only largest unit or units affected, such as State, county, or city.

10. Estimated number of persons directly benefiting from project.

11. Check the type(s) of assistance requested.

A. Basic Gram—an original request for Federal funds.

B. Supplemental Grant—a request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e.g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share).

E. Other. Explain in Section IV.

12. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of the change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 12a—amount requested from Federal Government. 12b—amount applicant will contribute. 12c—amount from State, if applicant is not a State. 12d—amount from local government, if applicant is not a local government. 12e—amount from any other sources, explain in Section IV.

13b. The district(s) where most of action work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."

14. A. New. A submittal for project not previously funded.

B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.

C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).

D. Continuation. An extension for an additional funding/budget period for a project with a projected completion date.

...ugmentation. A requirement for additional funds for a project ...viously awarded funds in the same funding/budget period. ...t nature and scope unchanged.

... date project expected to begin (usually associated with ...of availability of funding).

...of months to complete project after Federal funds

17 ...s (item 14c), or augmentations (item 14e).

18. ...n must be submitted to Federal agency ... consideration.

19. Name ... agency to which this request is address... ...sible the name of the office to which the ...

20. Existing Fede... ...this is not a new request and directly rel... ...tion. Otherwise, write "NA."

21 Check appropriate b... of form contains remarks and/or addition...

REFER TO SUPPLEMENTAL INSTRUCTIONS for SF-424 SECTIONS I, II, III

APPLICANT PROCEDURES FOR SECTION II

Applicants will always complete either item 22a or 22b *and* items 23a and 23b.

22a. Complete if application is subject to Executive Order 12372 (State review and comment).

22b Check if application is not subject to E.C. ...2.

23a Name and title of authorized representative of legal applicant.

FEDERAL AGENCY PROCEDURES FOR SECTION III

Applicant completes only Sections I and II. Section III is completed by Federal agencies.

26. Use to identify award actions.

27. Use Section IV to amplify where appropriate.

28. Amount to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 28a—amount awarded by Federal Government. 28b—amount applicant will contribute. 28c—amount from State, if applicant is not a State. 28d—amount from local government, if applicant is not a local government. 28e—amount from any other sources, explain in Section IV.

29. Date action was taken on this request.

30 Date funds will become available.

31 Name and telephone number of agency person who can provide more information regarding this assistance.

32 Date after which funds will no longer be available for obligation.

33 Check appropriate box as to whether Section IV of form contains Federal remarks and/or attachment of additional remarks.

CJD-3

OMB No. 80-R0 196

PART II

PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body Houston Galveston Area Counci and C.J.D.
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
X Yes ____ No

Name of Agency or Board Houston Galveston Area Council
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ____ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ____ No

Name of Approving Agency Houston Galveston Area Counc
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State [X] Local [ ] Regional [X]
Location of Plan ____

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
____ Yes X No

See instructions for additional information to be provided.

INSTRUCTIONS

PART II

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PART II

...ire an explanation unless the
...formation at a later date.
Provi... "Yes" answers in the
space p... e following instruc-
tions:

Item 1 – Provi... dy establish-
ing the priority sy... signed to
this project.

Item 2 – Provide the nan... th
issued the clearance and attac...
or approval.

Item 3 – Attach the clearinghouse c...
cation in accordance with the instructi...
fice of Management and Budget Circular N...
ments were submitted previously with a preap...
no submit them again but any additional con...
ceived from the clearinghouse should be submitte...
this application

Item 4 – Furnish the name of the approving agency and the approval date.

Item 5 – Show whether the approved comprehensive plan is state, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 – Show the population residing or working on the Federal installation who will benefit from this project.

Item 7 – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 – Describe briefly the possible beneficial and harmful impact on the environment of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

...m 9 – State the number of individuals, families, busi-
or farms this project will displace. Federal agencies
...ide separate instructions if additional data is

the Federal Domestic Assistance Catalog
name, the type of assistance, the sta-
each project where there is related
located assistance. Use additional

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) CJD	(2) LOCAL	(3)	(4)	
a. Personnel	$77,217	$ -0-	$	$	$ 77,217
b. Fringe Benefits	22,329	-0-			22,329
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	99,546	-0-			99,546
j. Indirect Charges	3,155	-0-			3,155
k. TOTALS	$102,701	$ -0--	$	$	$102,701
7. Program Income	$	$	$	$	$

CJD-6

00944

INSTRUCTIONS

PART III

General Instructions

This form designed so that application can be made for funds fr or more grant programs In preparing the budge any existing Federal grantor agency gui ecribe how and whether budgeted e tely shown for different functions ram For some programs, grant s to be separately shown by fu rograms, grantor agencies may ction or activity Sec- tions A, idget estimates for the whole for assistance which require ual or other funding period in ions A, B, C, and D should pr budget period (usually a year) the need for Federal assistanc ods All applications should object class categories shown in L

Section A. Budget Summary
Lines 1-4, Columns (a) and (b).

For applications pertaining to a *single* Fe gram (Federal Domestic Assistance Catalog n. *not requiring* a functional or activity breakdown, Line 1 under Column (a) the catalog program title a catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b) For applications pertaining to *multiple* programs where *none* of the programs *require* a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year)

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period *only* if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should *not* equal the sum of amounts in Columns (e) and (f).

Line 5 — Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines Column (a), Section A When additional sheets were d for Section A, provide similar column headings on . For each program, function or activity, fill in uirements for funds (both Federal and non- t class categories.

he estimated amount for each direct a) category for each column with v heading.

s 6a to 6h in each column.

Line ect cost. Refer to FMC 74-

Line 6k — E ines 6i and 6j. For all applicati tion grants the total amount d be the same as the total amo n (g). Line 5 For supplements the total amount of the increa umns (1)-(4). Line 6k should b amounts in Section A, Columns (e, additional sheets were prepared, the ply only to the first page with summary

Line 7 — Enter the estimated amount of in any, expected to be generated from this project. Do add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PART III

OMB Approval No. 80-R0186

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. BO-3	$ -0-	$102,701	$	$102,701
9.				
10.				
11.				
12. TOTALS	$ -0-	$102,701	$	$102,701

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21. Direct Charges: $99,546

22. Indirect Charges: $ 3,155

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

00946

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

BUDGET NARRATIVE

Begin below and add as many continuation pages following each schedule (A1, B1, etc.) as may be needed to explain each item of the project budget. Narrative should include explanation of the basis for arriving at the cost of each item including Grantee Local Cash Contribution items. **All amounts should be shown in whole dollars.**

SCHEDULE A

PERSONNEL

1. Direct Salaries

TITLE OR POSITION[1]	% OF TIME TO THIS PROJECT[2]	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL[3]
(A) Detective	100 %	$ 25,739	$ -0-	$ 25,739
(B) Detective	100 %	$ 25,739	$ -0-	$ 25,739
(C) Detective	100 %	$ 25,739	$ -0-	$ 25,739
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 77,217	$ -0-	$ 77,217

2. Fringe Benefits

	% or $ Rate			
FICA	@ 7.15 %	$ 5,523	$ -0-	$ 5,523
RETIREMENT	@ 7 %	$ 5,406	$ -0-	$ 5,406
INSURANCE	@ $2,195/Det.	$ 6,585	$ -0-	$ 6,585
OTHER (EXPLAIN)	@Workman's Comp $1,584/Det	$ 4,752	$ -0-	$ 4,752
	Unemployement $21/Det./Year	$ 63	$ -0-	$ 63
TOTAL FRINGE BENEFITS	%	$22,329	$ -0-	$ 22,329
TOTAL PERSONNEL BUDGET		$ 99,546	$ -0-	$ 99,546

1. Include only one position per line. Briefly describe the duties or responsibilities of each position.
2. Express as a percent of total time (2080 hrs. per year).
3. Should reflect employee's gross salary attributable to the project.

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE C

TRAVEL

1. Local Travel

POSITION/TITLE	MILES TRAVELED ANNUALLY	$ RATE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$	
(B)		$	$	$	
(C)		$	$	$	
(D)		$	$	$	
(E)		$	$	$	
(F)		$	$	$	
(G)		$	$	$	
(H)		$	$	$	
LOCAL TRAVEL TOTAL		$	$	$	

2. In-State Travel (Specify Clearly)

PURPOSE	DESTINATION				
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
IN-STATE TRAVEL TOTAL		$	$	$	

3. Out-of-State Travel (Specify Clearly)	$	$	$	
	$	$	$	
	$	$	$	
OUT-OF-STATE TRAVEL TOTAL	$	$	$	
TOTAL TRAVEL BUDGET	$	$	$	

NOTE: If personally owned vehicles are to be used, transportation costs should be shown on Schedule C; if agency or leased vehicles are to be used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE D

EQUIPMENT PURCHASES

EQUIPMENT NAME OR DESCRIPTION AND QUANTITY	CJ REQUEST	LOCAL CASH CONTRIBUTION[1]	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL EQUIPMENT BUDGET	$	$	$

1. Minimum of 50% local cash contribution required for all purchases.

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE E

CONSTRUCTION

ACTIVITY[1]	FACILITY	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
TOTAL CONSTRUCTION BUDGET		$	$	$

1. State whether request is for construction or renovation. Renovation of $5,000 or less should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$ 3,155	$XXXXXXXXXX	$ 3,155

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in Appendix B, 1987 Criminal Justice Plan for Texas, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

INSTRUCTIONS

PART IV
PROGRAM NARRATIVE

Prepare the p[illegible]ram narrative statement in accordance with the follow[illegible]uctions for all new grant programs. Requests [illegible]ion or refunding and changes on an appr[illegible] respond to item 5b only. Requests fo[illegible] should respond to question 5c

1. [illegible]OR THIS ASSISTANCE.

Pinpo[illegible]mic, social, financial, institut[illegible] a solution. Demonstrate th[illegible]he principal and subordinate [illegible]ing documentation or other [illegible]rests other than the applicant [illegible]hased on planning studies shou[illegible]

2. RESULTS OR BENE[illegible]

Identify results and benefits [illegible] when applying for a grant to [illegible] health center provide a description [illegible] facility, how the facility will be used, [illegible] will benefit the general public.

3. APPROACH.

a. Outline a plan of action pertaining to the [illegible] detail of how the proposed work will be [illegible]plished for each grant program, function or a[illegible] provided in the budget. Cite factors which might [illegible]celerate or decelerate the work and your reason fo[illegible] taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created, the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

d. List organizations, cooperators, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information, name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.

[illegible]iscuss accomplishments to date and list in chrono[illegible]al order a schedule of accomplishments, progress [illegible]estones anticipated with the new funding re[illegible] there have been significant changes in the [illegible]ctives, location approach, or time delays, [illegible]tify. For other requests for changes or [illegible]lain the reason for the change(s). If [illegible]ves have changed or an extension [illegible] explain the circumstances and [illegible]et has been exceeded, or if [illegible]e changed more than the [illegible] Attachment K to Of[illegible] Circular No. A-102, [illegible] its effect on the proje[illegible]

c. For supp[illegible]ain the reason for the [illegible]ditional funding.

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PART IV

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

The objectives of the proposed **SPECIAL CRIMES UNIT** is to effectively deploy and assign special investigators to the following crimes:

A. CHILD ABUSE
B. CRIMES AGAINST THE ELDERLY
C. COMPLEX BURGLARY SCHEMES
D. SOPHISTICATED FENCING OPERATIONS
E. COMPLEX NARCOTIC CONGLOMERATES
F. WHITE COLLAR CRIMES, AND
G. SUSPECTED SERIAL CRIMES

In concert with the above, an equally important objective that will be pursued, is the enhancement of multi-agency coordination in the investigation, apprehension, and prosecution of these offenders.

2. RESULTS OR BENEFITS EXPECTED

The anticipated achievements that are expected are based on results which indicate that by attention being focused on sophisticated complex criminal schemes, those nefarious individuals are more likely to surface and be detected by law enforcement.

Once this has been affected, the necessary investigator/investigators would be assigned to the case. The investigator/s would work in close coordination with special prosecutors from the District Attorney's Office.

3. APPROACH

The approach will be predicated on the concept that aggressive solicitation of input from local agencies and their Crime Analysis Units, coordinated with a special prosecutor, will greatly assist in the detection, identification, and prosecution of those involved in these criminal episodes.

PROJECTED ACCOMPLISHMENTS

The Project Goal Achievements on page CJD-16

4. **GEOGRAPHIC LOCATION**: Fort Bend County

5. **RESEARCH OR DEMONSTRATION PROJECTS**: N/A

6. **ACCOMPLISHMENTS TO DATE**: N/A (new project)

00954

SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Mike Lorenz

1. Grant Number

GRANTEE NAME

Fort Bend County

Sheriff Department

PHONE 713-341-4648

Project Title Fort Bend Sheriff Department

Special Crimes Unit

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. Number of Officers Assigned to Investigative/Task Force	-0-	3	
2. Number of Felony Cases Assigned for Follow-up	-0-	36	
3. Number of Misdemeanor Cases Assigned for Follow-up	-0-	12	
4. Number of Felony Arrests	-0-	24	
5. Number of Misdemeanor Arrests	-0-	12	
6. Number of Cases Cleared	-0-	24	
7.			
8.			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

00955

SECTION I

FOR CSB USE ONLY _____

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR _____

1. Grant Number _____

GRANTEE NAME _____

Project Title _____

_____

PHONE _____

OPTIONAL INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend Sheriff Department

PROJECT TITLE: Special Crimes Unit

Mike Lorenz
Project Director (Type or Print)

Sergeant
Title

1410 Ransom Road
Address (Street or P. O. Box)

Richmond 77469
City Zip

713-341-4648
Telephone Number

T. Marshall Whichard
Financial Officer (Type or Print)

Lieutenant
Title

1410 Ransom Road
Address (Street or P. O. Box)

Richmond 77469
City Zip

713-341-4648
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

P.O. Box 368
Address (Street or P. O. Box)

Richmond 77469
City Zip

713-341-3411
Telephone Number

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

RECEIVED
JAN 16 1987
COUNTY JUDGE

January 16, 1987

Honorable Jodie Stavinoha
Ft. Bend County Judge
Annex-County Courthouse
Richmond, Texas 77469

Re: Donation of Books

Dear Judge:

In addition to the law books donated in 1986, I am hereby donating from my personal library the following books to the Ft. Bend County District Attorney's Office:

(1) From the Matthew Bender-Publisher
- (a) Texas Criminal Practice Guide - Full Set
- (B) Family Law - Texas Practice-Procedure - Full Set
- (c) Texas Family Law Trial Guide - 1 Vol.

(2) From Bancroft-Whitney Publisher
- (a) Texas Family Law with Forms - Full Set
- (b) Texas Trial Hand Book - 1 Vol.
- (c) Texas Annotated Penal Statutes - Full Set
- (d) TJ Forms, Pleading - Practice - Full Set.

In reviewing the books available to civil and misdemeanor divisions, I believe these books will enhance their reference material greatly.

Best wishes,

Sam W. Dick

SWD/bd

WALTER S. MCMEANS
ATTORNEY AT LAW
One SugarLand Park
1250 Shoreline Dr., Suite 150
Sugar Land, Texas 77478

(713) 491-5977

December 31, 1986

Honorable Jodie Stavinoha
County Judge
Fort Bend County Courthouse
P. O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

I have this date donated to Fort Bend County Vernon's Annotated Texas Statues.

This donation is made without any reservation.

If you agree and accept the books described above on the basis stated please indicate your approval by signing a copy of this letter in the space indicated.

Yours truly,

Walter S. McMeans

Walter S. McMeans

WSM:zts

AGREED AND ACCEPTED:

Jodie E. Stavinoha

JODIE STAVINOHA
County Judge of Fort Bend County

Date: December 31, 1986

00961 7

OMB Approval No. 0348-0006

0032

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- ☐ NOTICE OF INTENT (OPTIONAL)
- ☐ PREAPPLICATION
- ☒ APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
- a. NUMBER:
- b. DATE (Year month day): 1987 01 07

Leave Blank

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
- a. NUMBER:
- b. DATE ASSIGNED (Year month day): 19

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County
- b. Organization Unit: District Attorney
- c. Street/P.O. Box: County Courthouse
- d. City: Richmond
- e. County: Fort Bend
- f. State: Texas
- g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): H. C. Gregory 713-341-4460

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
- a. NUMBER: 8 8 . D 0 2
- MULTIPLE ☐
- b. TITLE: Screening Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Screening Unit to review felony and misdemeanor cases submitted by law enforcement for prosecution; to insure cases accepted are prosecutable and present accepted cases to the Grand Jury as applicapable.

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify):
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	117,453 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 117,453 .00

13. CONGRESSIONAL DISTRICTS OF:
- a. APPLICANT: 022
- b. PROJECT: 022

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day): 1987 09 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify): N/A
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day): 19 87 01 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
- a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
- b. ADMINISTRATIVE CONTACT (IF KNOWN): N/A
- c. ADDRESS: P. O. Box 12428, Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER: N/A

21. REMARKS ADDED: ☐ Yes ☒ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
- a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON. DATE 01-30-87
- b. NO, PROGRAM IS NOT COVERED BY E O 12372 ☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
- b. SIGNATURE: Jodie E. Stavinoha

AGENCY ACTION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. RETURNED FOR E O 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e. DEFERRED
- ☐ f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE► (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED: ☐ Yes ☐ No

00962
0032

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [x] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER — a. NUMBER: — b. DATE (Year month day): 19 87 01 05

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE) — a. NUMBER: — b. DATE ASSIGNED (Year month day): 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County
- b. Organization Unit: District Attorney's Office
- c. Street/P.O. Box: County Courthouse
- d. City: Richmond — e. County: Fort Bend
- f. State: Texas — g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): Holman Gregory (713) 341-4460

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA) — a. NUMBER: 8 7 . D 0 2 — MULTIPLE [ ] — b. TITLE: Career and Repeat Offenders Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Career and Repeat Offenders Unit - one Assistant District Attorney to identify and prosecute career and repeat offenders, one secretary to prepare indictments, judgments and other paperwork necessary to prosecution.

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Education Institution; J—Indian Tribe; K—Other (Specify):
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.): Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	38,092.00
d. LOCAL	36,632.00
e. OTHER	.00
f. Total	$ 74,724.00

13. CONGRESSIONAL DISTRICTS OF
- a. APPLICANT: 022
- b. PROJECT: 022

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: D

15. PROJECT START DATE (Year month day): 19 87 10 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify):
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY (Year month day): 19 87 01 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b. ADMINISTRATIVE CONTACT (IF KNOWN): Bobby Riggs

c. ADDRESS: P. O. Box 12428, Capitol Station, Austin, Texas 78711

21. REMARKS ADDED: [ ] Yes [x] No

SECTION I—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 1-5-87

b. NO PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE — a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge — b. SIGNATURE: Jodie E. Stavinoha

SECTION II—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED (Year month day): 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE (Year month day): 19

30. STARTING DATE (Year month day): 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month day): 19

33. REMARKS ADDED: [ ] Yes [ ] No

00963
0032

OMB Approval No. 0348-0043

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER — a. NUMBER: — b. DATE (Year month day): 19 87 01 05

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE) — a. NUMBER: — b. DATE ASSIGNED (Year month day): 19

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County
- b. Organization Unit: District Attorney's Office
- c. Street/P.O. Box: County Courthouse
- d. City: Richmond — e. County: Fort Bend
- f. State: Texas — g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): Holman Gregory (713) 341-4460

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA): a. NUMBER: 8 8 . A 0 2 — MULTIPLE [ ] — b. TITLE: Victim/Witness Assistance Unit

7. TITLE OF APPLICANT'S PROJECT (Use Section IV of this form to provide a summary description of the project)
Victim/Witness Assistance Unit - one director to implement program designed to improve treatment of victims of crime by providing assistance & services necessary to speed theft recovery from a criminal act & to support and aid them as they move thru the criminal justice process.

8. TYPE OF APPLICANT/RECIPIENT (Enter appropriate letter): D

9. AREA OF PROJECT IMPACT (Name of cities, counties, states, etc.): Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE (Enter appropriate letter(s)): A

12. TYPE OF APPLICATION (Enter appropriate letter): D

13. TYPE OF CHANGE (For 12a or 12d) (Enter appropriate letter(s))

14. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	25,561 .00
d. LOCAL	6,134 .00
e. OTHER	.00
f. TOTAL	$ 31,695 .00

15. CONGRESSIONAL DISTRICTS OF: a. APPLICANT: 022 — b. PROJECT: 022

16. PROJECT START DATE (Year month day): 19 87 10 01 — 17. PROJECT DURATION: 12 months

18. DATE DUE TO FEDERAL AGENCY: 19 87 01 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b. ADMINISTRATIVE CONTACT (IF KNOWN): Percy Symonette

c. ADDRESS: P. O. Box 12428, Capitol Station, Austin, Texas 78711

21. REMARKS ADDED: [ ] Yes [X] No

22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES. THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE 1/5/87

b. NO. PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE — a. TYPED NAME AND TITLE: Judie E. Stavinoha, County Judge — b. SIGNATURE: Judie E. Stavinoha

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE (Year month day) 19

30. STARTING DATE (Year month day) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month day) 19

33. REMARKS ADDED: [ ] Yes [ ] No

00964

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE (Year month day) 19

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER 0032
b. DATE ASSIGNED (Year month day) 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: Sheriff Department
c. Street/P.O. Box: 1410 Ransom Road
d. City: Richmond
e. County: Fort Bend
f. State
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): Mike Lorenz, Sergeant 713-341-4663,

5. EMPLOYER IDENTIFICATION NUMBER (EIN): I-7460019692

6. PROGRAM (From CFDA)
a. NUMBER 8 8 . B 0 3
MULTIPLE [ ]
b. TITLE: Special L.E. Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Fort Bend Sheriff Department
Special Crimes Unit

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify):
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	$ 102,701 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 102,701 .00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT: 26 & 27
b. PROJECT: 26 & 27

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day) 19 87 9 1

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify):
Enter appropriate letter(s)

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19 87 4 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
b. ADMINISTRATIVE CONTACT (IF KNOWN)
c. ADDRESS: P.O. 12428, Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

21. REMARKS ADDED
[ ] Yes [X] No

22. THE APPLICANT CERTIFIES THAT ► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON. DATE 87/1/30
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
b. SIGNATURE: Jodie E. Stavinoha

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE ► (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED
[ ] Yes [ ] No

SECTION I—APPLICANT/RECIPIENT DATA
SECTION II—CERTIFICATION
SECTION III—FEDERAL AGENCY ACTION

NSN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

January 16, 1987

The Honorable Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Fort Bend County, Texas

Dear Sirs:

As I stated to you in my letter of January 16, 1987, I believe a screening unit is the key to a successful prosecution.

Attached is a copy of the job description, objectives and approach that are listed in the grant request.

I appreciate your consideration.

Sincerely,

Sam W. Dick

The following endorse the screening unit.

Judge C.A. Dickerson

Sheriff Gus George

Judge Reagan Clark

Judge Walter McMeans

Judge Thomas R. Culver, ~~III~~

Dianne Wilson
County Clerk

Glory Ketelers
District Clerk

JOB DESCRIPTIONS

Chief of Intake

One experienced Assistant District Attorney, whose functions shall be: 1) To serve as the chief administrator of the Screening Unit. 2) To review all major case submissions; take the necessary legal action and present the appropriate cases to the Grand Jury. 3) To counsel with law enforcement personnel on major cases where appropriate. 4) To serve as liaison between the Screening Unit and all law enforcement agencies operating within Fort Bend County.

Assistant Intake Officer

One experienced Assistant District Attorney, whose functions shall be: 1) To review routine case submissions by law enforcement personnel; take the necessary legal action and present the cases to the Grand Jury where appropriate. 2) To assume the duties of the Chief of Intake in the absence of that individual.

Secretary/Intake

One secretary, whose functions shall be: 1) To prepare all legal documents as directed by either Assistant District Attorney assigned to the Screening Unit. 2) To enter the necessary data into the computer to insure the District Clerk, County Clerk and Sheriff are immediately aware of the acceptance or rejection of charges in any specific case. 3) To inititate a case file on all charges accepted by the Screening Unit and route that file to the appropriate person within the District Attorney's Office. 4) To maintain the administrative files of the Screening Unit as directed by the Chief of Intake.

Objectives and Need For This Assistance:

The objectives of the Fort Bend County District Attorney Screening Unit are 1) To provide a centralized, standardized and professional forum for the reception of all felony and class "A" and "B" misdemeanor cases submitted by law enforcement 2) To carefully review all evidence submitted by law enforcement officers of the nineteen agencies within Fort Bend County to determine appropriate legal action 3) To prepare all legal documents and files preparatory to prosecution 4) To issue arrest warrants and search warrants in appropriate cases 5) To provide counsel to law enforcement personnel regarding criminal investigations. 6) To present all appropriate cases to the Grand Jury.

The need for this assistance is based upon the following facts: 1) Currently, law enforcement officers must swear out complaints at the felony or misdemeanor division of the District Attorney's office and thereafter obtain an arrest warrant from one of five Justices of the Peace There is no provision for direct filing in the Court of original jurisdiction 2) The Assistant District Attorneys who currently screen cases, do so on a rotating basis in addition to their full-time duties as trial attorneys, which do not allow for the permanent assignment of any attorney to this function 3) During the calendar year 1986, the Fort Bend County District Attorney's Office screened 4545 criminal cases at the request of local law enforcement 4) Law Enforcement officers are currently responsible for presenting their investigations to the Grand Jury, a procedure which removes a substantial number of officers from their primary duties for each Grand Jury date

Results or Benefits Expected:

The benefits expected from the implementation of the Screening Unit are 1) Enable law enforcement personnel to present evidence and obtain arrest or search warrants from a single location, thereby saving much time and enhancing their effectiveness to apprehend violators 2) Enable Deputy District and County Clerks to participate in the case intake process, which is required for direct filing to the Court of original jurisdiction 3) Eliminate the delay in placement of arrest warrants with the Sheriff, thereby reducing the possibility of persons remaining in jail longer than necessary 4) Minimize the possibility of administrative error by reducing the number of persons involved in the process of filing charges. 5) Eliminate the necessity of utilizing five Justices of the Peace in the issuance of commitments and arrest warrants 6) Provide for the assignment of two full-time, experienced Assistant District Attorneys to the Screening Unit, thereby insuring careful, competent review of all cases submitted and adequate counsel to the law enforcement community, which will result in a greater number of convictions at trial

00968

OMB Approval No. 0348-0008

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- ☐ NOTICE OF INTENT (OPTIONAL)
- ☐ PREAPPLICATION
- ☒ APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE (Year month day) 1987 01 07

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER 0032
b. DATE ASSIGNED (Year month day) 19

Leave Blank

SECTION I—APPLICANT/RECIPIENT DATA

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: District Attorney
c. Street/P.O. Box: County Courthouse
d. City: Richmond
e. County: Fort Bend
f. State: Texas
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): H. C. Gregory 713-341-4460

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
a. NUMBER 8 8 . D 0 2
MULTIPLE ☐
b. TITLE: Screening Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Screening Unit to review felony and misdemeanor cases submitted by law enforcement for prosecution; to insure cases accepted are prosecutable and present accepted cases to the Grand Jury as applicapable.

8. TYPE OF APPLICANT/RECIPIENT
A—State
B—Interstate
C—Substate Organization
D—County
E—City
F—School District
G—Special Purpose District
H—Community Action Agency
I—Higher Educational Institution
J—Indian Tribe
K—Other (Specify):
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant
B—Supplemental Grant
C—Loan
D—Insurance
E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$	.00
b. APPLICANT		.00
c. STATE	117,453	.00
d. LOCAL		.00
e. OTHER		.00
f. Total	$117,453	.00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT: 022
b. PROJECT: 022

14. TYPE OF APPLICATION
A—New
B—Renewal
C—Revision
D—Continuation
E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day) 1987 09 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars
B—Decrease Dollars
C—Increase Duration
D—Decrease Duration
E—Cancellation
F—Other (Specify): N/A
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19 87 01 30

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
b. ADMINISTRATIVE CONTACT (IF KNOWN): N/A
c. ADDRESS: P. O. Box 12428, Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER: N/A

21. REMARKS ADDED ☐ Yes ☒ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 01-30-87
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 ☐
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
b. SIGNATURE

SECTION III—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e. DEFERRED
- ☐ f. WITHDRAWN

28. FUNDING

a. FEDERAL	$	.00
b. APPLICANT		.00
c. STATE		.00
d. LOCAL		.00
e. OTHER		.00
f. TOTAL	$	.00

29. ACTION DATE► (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED ☐ Yes ☐ No

NSN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

FORT BEND COUNTY 1822

ADULT PROBATION DEPARTMENT

PROBATION WORKS 0032

A. E. "Al" Dobson, Jr.
Chief

January 14, 1987

Commissioner's Court
Of Fort Bend County

Dear Commissioners:

Attached is the request for proposals regarding a telephone system for the Fort Bend Office Building on Legion Drive.

I will be appearing before your court on January 19, 1987. Your consideration and approval for this request will be appreciated.

Sincerely,

A.E. "Al" Dobson, Jr.
Chief Adult Probation Officer

AED/dp

118 LEGION DR., P. O. BOX 666, RICHMOND, TEXAS 77469 - 713/342-2761 - Mon.-Fri. 5 p.m. - 7 p.m. 713/232-2761 Mon-Thur.

RFP #87-11

00970

REQUEST FOR PROPOSALS
(EXPIRES:_____)

0032

Sealed Proposals will be received at the office of the County Purchasing Agent, Fort Bend County Courthouse Annex, P.O. Box 368, Richmond, Texas until_____, _____1987 for providing the goods and/or services as follow:

TELEPHONE SYSTEM FOR THE FORT BEND COUNTY OFFICE BUILDING LOCATED ON LEGION DRIVE, RICHMOND, TEXAS

EVALUATION FACTORS TO BE CONSIDERED:

1. Equipment to be excluded from maintenance guarantee.
2. Response time to maintenance/repair calls.
3. Location of nearest service facility.
4. Emergency back up.
5. Location and availability manufacturers support.
6. Availability and terms of extended maintenance contract.
7. Vendors definition of a major system breakdown.
8. Number of years vendor has been in business.
9. Location of warehouse.
10. Types and amounts of used equipment proposed.
11. Compliance with requirements of RFP (site visits, etc.)
12. Comments from other customers.
13. Price is the least in relative importance of all factors.

Proposals shall be opened so as to avoid disclosure and contents and kept secret during the process of negotiation. Negotiations are authorized by Commissioners Court in accordance with Section 10 Art. 2368a.5 V.A.T.S.

The above considerations may also be found in Art. 664-3 Vernon's Civil Statutes of the State of Texas.

Commissioners Court, Fort Bend County reserves the right to reject all proposals.

No Proposal may be withdrawn for a period of sixty (60) days after receipt of the Proposal by the Fort Bend County Purchasing Agent.

A Bid Bond in the amount of 5% of the total amount of the bid must be submitted with the bid. Bid Bonds may be issued by any surety company licensed to do business in the State of Texas, or a Cashiers Check. Cashiers Checks will be returned to unsuccessful bidders on request. Bid Bond from successful bidder shall become a Performance Bond.

TECHNICAL SPECIFICATIONS

1. Vendor shall install a telecommunications system at Fort Bend Annex, 118 Legion Drive, Richmond, Texas.

2. The telecommunications system must provide touchtone equipped trunks, or equivalent.

3. Also must provide a total of not less than six (6) Direct Inward Dial Trunks, or equivalent. The System must be expandable to at least twenty (20) Direct Inward Dial Trunks, or equivalent.

4. The vendor shall install any necessary wiring for telecommunications system.

5. The system must be able to expand to at least one hundred (100) stations; i.e. by adding line circuit cards.

6. To ensure that the contractor understands the requirements, the offeror must personally inspect the facility. A tour of the facility may be arranged by contacting Mr. Al Dobson at (713) 342-2761.

7. The vendor shall provide the following:

   a. Number of years in business: _____.
   b. Location of Warehouse: _____.
   c. List of at least three (3) current contracts which are considered similar to the proposal specifications.

8. Installation must start within three (3) working days after acceptance of proposal by the Fort Bend County Commissioners Court.

9. Used components may be included in the system provided they carry the same 12 month first year warranty as new parts.

MAINTENANCE TERMS AND CONDITIONS

1. The first year of maintenance repair and parts replacement for the proposed system will be covered by warranty. This warranty must cover all system components, parts, software and cabling.

   1.1 Vendor to state, if any equipment is excluded from the maintenance contract.

2. Manufacturer must guarantee vendor service and spare parts availability for ten (10) years.

3. Maintenance and repair response time shall be specifically promised and stated in the proposal. Failure to perform within the time specified will be cause for the contract cancellation. Separate times for Major and Minor outages will be considered.

4. Vendor must identify nearest service location to Fort Bend County Annex.

5. Vendor MUST provide assurance of emergency back-up support from his company staff and/or management.

6. Vendor must indicate location and availability of equipment Manufacturers engineering support. State name, address, and telephone number.

7. Is a Maintenance Contract, equal in coverage to the first years warranty, available after expiration of warranty? _____YES _____NO

   For how many years? _____.
   State cost per year._____.

   7.1 In lieu of a Maintenance Contract, what are your per hour cost for repair and what are, if any, your minimum hours billed per call?_____.

INSTALLATION

1. The vendor must fully describe the installation procedure necessary for utilization of this proposed equipment.

   1.1. If the vendor proposes an installation completion date different from that specified in the Technical Specifications, then the vendor MUST submit an installation schedule to Al Dobson at (713) 342-2761.

2. The contractor shall furnish all labor & materials for the successful completion of installation & operation of the telephone system.

   2.1. It shall not be the responsibility of the contractor to remove existing equipment. However, the contractor shall coordinate removal of existing equipment and switchover to the new system to minimize interruption of service.

3. The contractor shall coordinate with the local telephone company for the installation of the necessary telephone service trunks.

4. The contractor shall complete installation of all equipment within ninety (90) days of award of contract unless otherwise specified elsewhere in the contract.

5. Vendors are to furnish the current price for any future installation per hour charge: $ _____.

REPAIR REQUIREMENTS

1. Telecommunications System must have power failure capability and emergency back-up.

   1.1. If emergency back-up is not available, what is vendor's response time for major power failure.

2. Vendors are asked to define a major system breakdown.

   _____

   2.1. A minor system breakdown:

   _____

3. Vendor MUST provide emergency repair service of major outages affecting selected designated critical stations within four (4) hours of receiving the trouble report.

   3.1. For minor trouble within eight (8) hours of receiving the trouble report.

4. Vendor's service technician MUST be located in Fort Bend County.

TRAINING COMMITTMENT

Bidders will instruct all telephone users within Fort Bend County Annex, which houses Adult Probation, Justice of the Peace; Precinct 1, and the Constable; Precinct 1, on the efficient operation of the telecommunication system.

Training classes should be conducted at the time of installation of the new system in order that our employees will be fully acquainted with their telephones. Scheduling of classes should be at our convenience and be held at our location.

FORT BEND COUNTY RESPONSIBILITY

FORT BEND COUNTY WILL ENSURE THE FOLLOWING BEFORE INSTALLATION STARTS

1. Equipment Room is furnished including all finishings are painted.
2. Equipment Room is lighted.
3. Equipment Room A/C power requirements installed permanent.
4. Equipment Room is made secure by a lockable door.
5. Equipment Room has twenty-four (24) hour air conditioning.

STANDARD SYSTEM FEATURES

The proposed system should have the following features without an attendant console equipment.

Total of Thirty-two (32) sets with features listed below unless otherwise specified.

6 Executive electronic sets with the following extras:
Liquid crystal display
Total handsfree operation

26 Electronic sets with features listed below

1 Plain touchtone wall phone

Optional:

1. Station Message Detail Recording $ _____

2. Dialed Activity Recording Terminal (Printer) $ _____

MAJOR FEATURES

Block Programming
Call Block
Call Direction
Call Forwarding - Busy
Call Forwarding - Busy - Don't Answer
Call Forwarding
Call Hold
Call Back Messages
Conference Calling
Customer Programming
Call Pickup
Direct Outward Dialing
Direct Inward System Assess
Discriminating Ringing
Do Not Disturb
Hunt Groups
Intercom
Last Number Redial
Message Waiting
Paging Access
Power Failure ReStart
Restrictive Station Control
Speedcall
Station Hunting
System Speed Call
Toll Restriction
Transfer/Add-on/Consultation/Hold
Trunk Groups

9. CONSTABLE DAVE RODEN, PRECINCT 1, RE: ACCEPTANCE OF ITEMS PREVIOUSLY DONATED BY TOM HERFORT FOR THE USE AND BENEFIT OF PRECINCT #1 CONSTABLE'S OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donations by Tom Herfort for the use and benefit of Precinct 1 Constable's office and place on Constable #1 inventory. (Recorded in minutes in full)

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE (1) APPROVAL OF REFUND IN THE AMOUNT OF $572.08; AND (2) REBUDGET CHECK IN THE AMOUNT OF $899.34 FROM GATES STEEN INTO OFFICE SUPPLIES (1062):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve refund in the amount of $572.08 as presented by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to rebudget check in the amount of $899.34 from Gates Steen into office supplies. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH WHARTON COUNTY JUNIOR COLLEGE FOR E.M.S. TRAINING:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Wharton County Junior College for E.M.S. training as presented by Daniel Kosler, E.M.S. Director. (Recorded in minutes in full)

12. CONSIDER APPROVING COST CONTAINMENT RECOMMENDATIONS FOR COUNTY EMPLOYEES MEDICAL INSURANCE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve cost containment recommendations for County employees medical insurance as presented with changes, effective immediately. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $5,233.84 FROM H-GAC FOR 1987 DUES, AND DESIGNATE REPRESENTATIVES & ALTERNATES TO GENERAL ASSEMBLY & BOARD:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $5,233.84 from H-GAC for 1987 dues. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to designate Judge Stavinoha as the Representative and Commissioner Pustka as the Alternate, Commissioner Lutts as the Representative and Commissioner Pressley as the Alternate to the General Assembly of the Houston-Galveston Area Council for the year 1987 and designate Judge Stavinoha as the Representative and Commissioner Lutts as the Alternate to the Board of Directors of the Houston-Galveston Area Council for the year 1987. (Recorded in minutes in full)

14. AUTHORIZE ADVERTISING FOR BIDS FOR A TRACK JOB FOR AN FD30 BULLDOZER:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for a track job for an FD30 bulldozer for Drainage District.

Dave Roden, Constable
Fort Bend County, Pct. 1
118 Legion Dr
Richmond, TX 77469

January 14, 1987

Dear Constable Roden;

For nearly 11 years, I have enjoyed working with the Constable's Department. Most of this time, I was volunteering my services, but sometimes I received a monthly pay check for the work. During these years, I donated several items of value to the Constable's Office. These items include, but are not limited to patrol cars, light bars, two-way radios, portable radios, traffic radar units, sirenes, uniforms, badges, and form prinintg costs. All of these items were donated to the Constable's Office, in general, ir-reguardless of the the COnstable may be at any given time. I felt that Constable Hejl felt the same way as I did; when I bought in the Constable Office's name, it would have prevented the County of Fort Bend from assuming control over these items withou consent of the Constable. Also, the items were purchased in the Constable Office's name in order to save paying sales tax.

I do not know the status of any of this equipment or whether it was ever placed on the County inventory rolls, but my initial desires remain ; the equipment, if it is still serviceable, is for the use of the Constable's Office and its Deputies. If any of this equipment is diverted to personal use, that person would be responsible for paying current sales tax on the items, now 6.25% according to the State Comptrollers office.

If you need any help, please let me know. I look foreward to serving you and the people af Pct. 1 under your direction.

Sincerely Yours;

Tom Herfort

00980
0032

ITEM	MAKE	DESCRIPTION	SERIAL NUMBER	Value
Radar	Decatur	Mobil Radar with antenna	18362	$1,800.00
Radar	Decatur	Mobil Radar with antenna	18260	1,800.00
Radar	Decatur	Mobil Radar with antenna	18343	1,800.00
Portable Radio	Motorola MT-500	Hand Held Portable radio with charger	230AFQ3482/MLN45698	1,000.00
Portable Radio	Motorola HT-440	Hand Held Portable radio with charger	402AHA0722/NLN7493A	1,000.00
Portable Radio	Motorola HT-440	Hand Held Portable radio with charger	402AHA0721/NLN-7493A	1,000.00
Light Bar	Aero Dynic	Over head light bar with lights and speaker	A1	450.00
Light Bar	Aero Dynic	Over head light bar with lights and speaker	A1F	450.00
Mobil Radio	Motorola	Mobil Radio for vehicle use with speaker	303CCN0828	2,000.00
Mobil Radio	Motorola	Mobil Radio for vehicle use with speaker	FG5897	2,000.00
Electronic Siren	Federal	Electronic Mobil Siren	083541CC	150.00
Electronic Siren	Federal	Electronic Mobil Siren	1AAD1302	150.00
~~4 Spot lights~~	~~unknown~~	~~silver 5½ bulb~~	~~attached to vehicle~~	~~200.00~~
				$13,800.00
				-200

This list is Fixed Asset which we request be included in our present inventory.

Constable David L. Roden
Precinct #1

00981
0032

Marsha P. Gaines

Tax Assessor-Collector

COUNTY OF FORT BEND

January 9, 1987

TO: County Judge and County Commissioners

FROM: Marsha Gaines, Tax Assessor/Collector

SUBJECT: Refund Over $500.00

The attached account #.914-2149-00-009-1000 has been placed on the agenda for Commissioners Court on January 19, 1987. An application for refund of $572.08 and letter of approval from the auditor is also attached.

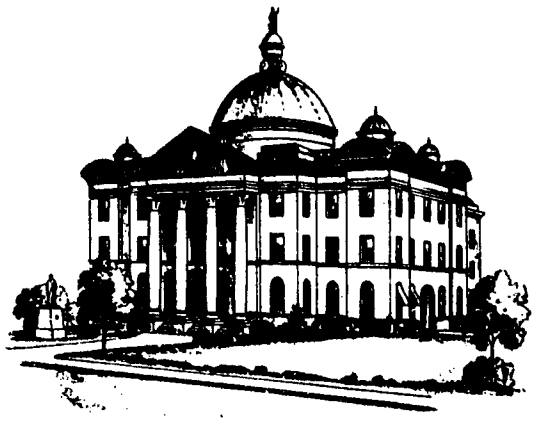
If you have any further questions please do not hesitate to contact my office.

Marsha Gaines

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

00982
0032

Marsha P. Gaines



Tax Assessor-Collector

COUNTY OF FORT BEND

January 9, 1987

RECEIVED
JAN 12 1987
COUNTY JUDGE

TO: Judge Stavinoha

FROM: Marsha Gaines

SUBJECT: Agenda Item

Please place the attached request for refund on the agenda for commissioners court, Janaury 19, 1987.

Thank you.

Marsha

Marsha Gaines

Approved
CC
1/19

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

00983

0032

Marsha P. Gaines

Tax Assessor-Collector

COUNTY OF FORT BEND

January 9, 1987

TO: County Judge and County Commissioners

FROM: Marsha Gaines, Tax Assessor/Collector

SUBJECT: Refund Over $500.00

The attached account #.914-2149-00-009-1000 has been placed on the agenda for Commissioners Court on January 19, 1987. An application for refund of $572.08 and letter of approval from the auditor is also attached.

If you have any further questions please do not hesitate to contact my office.

Marsha Gaines

P.O. Box 399 Richmond, Texas 77469 (713) 342-3411

00984 0032

Void JAN 05 1987

P+I 30%
75.95
22.51
16.34
114.80

MS KATHY NORVELL BLACK
TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

Paid In Error

TAX RECEIPT

ORIGINAL

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE	* DUPLICATE * CERTIFICATE	ACCOUNT NUMBER	RECEIPT NO.
1983	REDEMPTION	1099	33	OF REDEMPTION	.914-2149-00-009-1000	0 5275

PROPERTY DESCRIPTION	VALUES & EXEMPTIONS		JURIS.	TAX RATE	TAX AMOUNT
TR 9 (PT TR 3) 1/2 U/D INT IN 2.58 AC A-149 G W CARTWRIGHT 9142149000091000 ACRES= 1.2900 ORIG TAX YEAR = 1983	LAND 10.320 IMPR 100.000	HMST 16.548 HMST-L 19.548	CNTY DRNG LRFC		253.18 75.02 54.46
				TOTAL TAX	382.66
			POSTED BY	PEN&INT 30%	114.80
			BL 07/10/85	ATNY	74.62
			6995	TOTAL PAID	572.08

Paul Seidel
payable to MPG & Report to 914-2149-01-009-1000

SEIDEL PAUL R. & MARIAN C
25826 HUNTER
KATY TX 77450

PAID BY PAUL R SEIDEL 00000000
25826 HUNTER
KATY, TX 77450

DATE 07/10/85 METHOD CASH

00985
0032

SEP 30 1986

OCT 06 1986

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax-Assessor Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
Address: P. O. Box 399, Richmond, Tx 77469
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Paul & Marian Seidel
Address: 25826 Hunter Katy, Tx 77450
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Tr. 9 (pt tr 3) 1/2 U/D Int. in 2.58 aces A0149 G W Cartwright 1.290 acres
Address or Location of Property:
Account Number of Property: 914-2149-00-009-1000 or Tax Receipt Number: 5275

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. Ft. Bnd Cnty	19 83	7/10 / 19 85	$ 572.08	$ 572.08
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation): Account on computer twice and paid twice by Paul Seidel and Summit Title

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Paul Rodney Seidel / Paul Rodney Seidel
Signature — Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

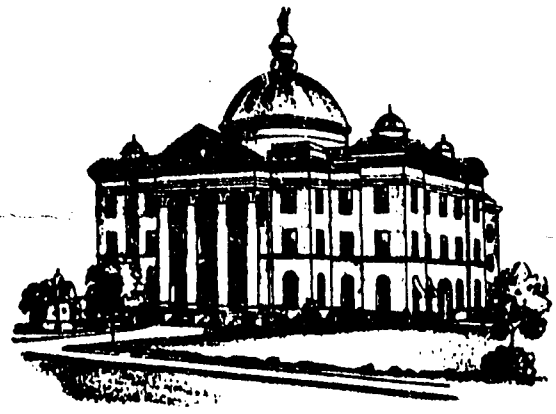
Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31 11

00986

0032



JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: January 07, 1987

TO: Commisioners Court, Fort Bend County

FROM: Joyce Tompkins, County Auditor

RE: Tax Refund Check

To approve a refund for overpayment of taxes, my tax audit department requires proper documentation from the tax office of such overpayment of taxes. This procedure is followed on a daily basis. With this documentation in hand I have approved the following amount for payment.

ACCOUNT #	PAYEE	AMOUNT
90-0180-8	Paul R. Seidel	$ 572.08

#11

00987

0032

AFFILIATION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WHARTON AND §
COUNTY OF FORT BEND §

This AGREEMENT is executed on the 19 day of January, 1987, between the BOARD OF TRUSTEES OF WHARTON COUNTY JUNIOR COLLEGE, for and on behalf of the Emergency Medical Technology - Paramedic Department, hereinafter sometimes referred to as "COLLEGE" in this agreement, and Fort Bend County EMS, hereinafter sometimes referred to as "FACILITY" in this agreement, WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the COLLEGE be given the opportunity to utilize the FACILITY as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

(1) The FACILITY will permit students of the COLLEGE to practice Emergency Medical Technology - Paramedic under the direct supervision and responsibility of the faculty of the COLLEGE. Individual faculty members will be responsible to the EMS Director, Preceptor, Supervisor, or Crew Person designated by the FACILITY for the Emergency Medical Technology - Paramedic activities of the students. A faculty member/instructor from the COLLEGE will be available on call.

(2) The number of distribution of students between the divisions of the FACILITY will be mutually agreed upon between

the COLLEGE and the FACILITY at the beginning of each semester.

(3) The period of assignment shall be during regular COLLEGE academic sessions except in the instance of special arrangements, such as for workshop participants.

(4) The COLLEGE will provide the FACILITY with the names of the students who are entitled to use the resources of the FACILITY under the terms of this agreement.

(5) The COLLEGE will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(6) The COLLEGE shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records.

(7) Representatives of the COLLEGE and the FACILITY shall meet as often as necessary to study the Emergency Medical Technology - Paramedic program and terms of this agreement and make such suggestions and changes as are needed.

(8) The COLLEGE will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the FACILITY. The COLLEGE will provide the FACILITY with a copy of the coverage.

(9) It is understood between the parties that under no circumstances is any member of the COLLEGE'S student body or faculty to be considered an agent or employee of the FACILITY.

(10) COLLEGE personnel, faculty, and students will be subject to the rules and regulations established by the FACILITY for the division of the FACILITY to which they are

assigned:

(A) the FACILITY will charge the COLLEGE no fees for Emergency Medical Technology - Paramedic practice opportunity afforded students;

(B) students will be responsible for their own meals, laundry, and transportation to and from the FACILITY;

(C) the FACILITY will not be charged for services performed by COLLEGE personnel or students. The FACILITY shall provide to the students and faculty members of the COLLEGE emergency treatment without charge with respect to illness and injuries sustained while on duty with the assigned unit of the FACILITY.

(11) The COLLEGE hereby indemnifies and holds Fort Bend County EMS and Fort Bend County, Texas, its directors, officers, and employees harmless only insofar as it is authorized by law to do so, from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with, the activities of the COLLEGE, its faculty, students, employees, agents, and servants during the term of this agreement. The COLLEGE shall indemnify Fort Bend County EMS and Fort Bend County, Texas against and hold it harmless only insofar as it is authorized by law to do so, from any claim or cause of action asserted against the FACILITY arising from accident, injury or illness to a student or faculty member allegedly connected with the services of each student or faculty member in the FACILITY, provided, however, the FACILITY shall provide to students and faculty members emergency

treatment without charge with respect to injuries sustained while on duty with the assigned unit of the FACILITY. In the event one or more of the students should, independent of this agreement, be employed by the FACILITY on a part time or full time basis, this article shall not apply during the hours in which such student is performing his/her duties at the FACILITY.

(12) The salaries and expenses of any instructors, supervisors, or other employees of the COLLEGE will be paid by the COLLEGE. The COLLEGE agrees that members of its faculty will serve as consultants and on committees of the FACILITY when requested by the FACILITY.

(13) the FACILITY further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology - Paramedic, or other appropriate accrediting agencies.

(B) to provide the COLLEGE the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students, as available;

(D) to allow students and faculty members of the COLLEGE to utilize the FACILITY'S eating facilities at the students' and faculty's sole expense; and

(E) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the COLLEGE.

(14) This Agreement shall remain in effect for a term beginning _____, 1987, and ending at midnight on December 31, 1987, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Wharton County Junior College 911 Boling Highway Wharton, Texas 77488	Fort Bend County EMS Rt. 2, Box 643C Rosenberg, Texas 77471
ATTENTION: PRESIDENT	ATTENTION: DIRECTOR OF EMS

EXECUTED by the parties on the day and year first above written.

WHARTON COUNTY JUNIOR COLLEGE

Elbert C. Hutchins
Dr. Elbert Hutchins
Title: President

Date: 1/15/87

WHARTON COUNTY JUNIOR COLLEGE
BOARD OF REGENTS

James A. Bowlsby
Title: Chairman

Date: 1-15-87

FORT BEND COUNTY

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

Daniel Kosler
Daniel Kosler,
Director of EMS

Agenda #12

Current Plan Provision	Proposed Change
Mental and Nervous	Mental and Nervous
Inpatient: 80% of the first $2,500 of covered charges in excess of the calendar year deductible; remainder payable at 100% for that calendar year	Inpatient: Leave benefit languages as it is currently; however, limit the lifetime benefits to $50,000 per insured (Inpatient and Out-patient)
Medical Check-up:	Medical Check-up:
80% of the first $2,500 covered charges in excess of the calendar year deductible, remainder payable at 100% of that calendar year.	NOT Subject to the deductible paid at 100% subject to a maximum benefit of ~~$200.00~~ per calendar year 300.00. Over $300.00 - the deductible would be effective and 80% paid above $300.00

13

00993

INVOICE

MEMBERSHIP DUES ASSESSMENT

COUNTIES

0032

DATE: January 6, 1987

TO: Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

ATTENTION: County Judge Jodie Stavinoha

FOR MEMBERSHIP DUES: January 1, 1987 through December 31, 1987

Due and Payable $5,233.84

Computed at $.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as amended October 15, 1974, on the basis of the Official 1980 Census Counts published by the U.S. Department of Commerce, listing your county's population at 130,846.

REMIT TO:

Houston-Galveston Area Council
3555 Timmons
P. O. Box 22777
Houston, Texas 77227

DESIGNATION OF REPRESENTATIVE

HOUSTON-GALVESTON AREA COUNCIL

GENERAL MEMBERSHIP BODY

AND

BOARD OF DIRECTORS

1987

****

BE IT RESOLVED, by the Commissioner's Court of Fort Bend County, Texas, that the following be, and they are hereby, designated as the representatives and alternates to the General Assembly of the Houston-Galveston Area Council for the year 1987:

REPRESENTATIVE Stavinoha

ALTERNATE Pustka

REPRESENTATIVE Lutts

ALTERNATE Pressley

FURTHER THAT, the following be, and they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 1987:

REPRESENTATIVE Stavinoha

ALTERNATE Lutts

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED this _____ day of _____ 1987.

APPROVED:

_____
Commissioner's Court of

_____ County

ATTEST:

_____

15. APPROVE SPECIFICATIONS FOR THE PURCHASE OF VEHICULAR FUELS FOR THE COUNTY:

Postponed until further study.

16. SET PUBLIC HEARING DATE FOR REPLAT OF CREEKSHIRE, SECTION 2, PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set a public hearing for February 9, 1987 at 10:00 a.m. for replat of Creekshire, Section 2, Precinct 3.

17. 10:00 A.M.- HOLD PUBLIC HEARING ON REPLAT OF THE LAKES OF AUSTIN PARK, FIRST COLONY, IN PRECINCT 4; AND CONSIDER APPROVAL OF SAME:

Kent Puckett representing developers discuss the need to replat.

No public opposition

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat of the Lakes of Austin Park, First Colony, in Precinct 4. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

18. CONSIDER SETTING PUBLIC HEARING ON THE POSSIBILITY OF ENTERING THE NATIONAL FLOOD INSURANCE PROGRAM:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for Jan.30 at 7:00 p.m. on the possibility of entering the National Flood Insurance Program.

19. CONSIDER TAKING ACTION ON MAINLAND SAVINGS ASSN. IRREVOCABLE STANDBY LETTER OF CREDIT #14-003618-6 FOR $16,000 WHICH EXPIRES ON 1-26-87 FOR THE WIDENING AND IMPROVEMENTS TO CLODINE REDDICK ROAD:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to call in letter of credit on Mainland Savings Assn. for the widening and improvements to Clodine Reddick Road.

20. CONSIDER AN APPLICATION FROM ENTEX INC. TO LAY A GAS LINE UNDER J. MEYER RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Entex Inc. to lay a gas line under J. Meyer Rd. in Precinct 1. (Recorded in minutes in full)

21. CONSIDER AN APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG OLD NEEDVILLE-FAIRCHILDS RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable along Old Needville-Fairchilds Rd. in Precinct 1. (Recorded in minutes in full)

22. CONSIDER AN APPLICATION FROM SUGAR LAND TELEPHONE CO. TO LAY CABLE ALONG & UNDER WILLIAMS TRACE BLVD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Sugar Land Telephone Co. to lay cable along & under Williams Trace Blvd.

20

00996

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entex, Inc. dated January 5, 1987, permit no. 80791 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner 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 Kirk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Mailed 1/21/87

Appl. # 80791

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, Texas.

Karl E. Baker, np.
Karl E. Baker, P. E.
Assistant Engineer

1/13/87
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- ____ Performance bond submitted in the amount of ____

21

00998

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated December 31, 1986, permit no. 80790 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner Sitts, 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 Kinsey
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed 1/20/87

Appl. # 80790

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

1/13/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

22

01000

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugar Land Telephone Company dated January 7, 1987, permit no. 80792 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 17th. 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 Lutts, 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 Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Koller
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 4/28/87

Appl. # 80792

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

1/13/87
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- ____ Performance bond submitted in the amount of ____

in Precinct 4. (Recorded in minutes in full)

23. CONSIDER AN APPLICATION FROM IRISH OIL & GAS TO LAY A GAS LINE CROSSING O'BRIEN RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept permit application from Irish Oil & Gas to lay a gas line crossing O'Brien Rd. in Precinct 3. (Recorded in minutes in full)

24. ACCEPT BIDS FOR THE FOLLOWING: (1) MOWING OF COUNTY RIGHT-OF-WAYS (#86-119); (2) EIGHTEEN NEW AUTOMOBILES-LAW ENFORCEMENT (#87-05); (3) ONE OR MORE NEW AUTOMOBILES-STAFF (#87-06); (4) ONE O FMORE NEW PICKUP TRUCKS (#87-07); (5) STRUCTURAL STEEL FOR DEBORAH STREET BRIDGE, PRCT. 3 (#87-08); (6) WORD PROCESSING SYSTEM FOR DATA PROCESSING:

Accept bids for mowing of county right-of-ways:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MORTON BROS. INC. and ZOMALT ENTERPRISES for the mowing of county right-of-way. (Recorded in minutes in full)

Accept bid for eighteen new automobiles-Law Enforcement:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to CHUCK MILLER FORD, for automobiles in the amount of $9,702.65 base price, for Law Enforcement. (Recorded in minutes in full)

Accept one or more new automobiles-staff:

Postponed

Accept one or more new pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, Commissioner Denham voting no and Judge Stavinoha voting yes, it is ordered to award bid to KNAPP CHEVROLET for one pickup truck in the amount of $10,489.00 for Animal Control. (Recorded in minutes in full)

Accept structural steel for Deborah Street bridge, Prct.3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to C & S FABRICATORS in the amount of $14,175.00 for structural steel for Deborah Street bridge, Precinct 3. (Recorded in minutes in full)

Accept bid for word processing system for Data Processing:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to NAPERWORD for word processing system for Data Processing in the amount of $10,000.00. (Recorded in minutes in full)

25. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session

RECESS:

Commissioners' Court recessed at 11:30 a.m.

23

1003

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Irish Oil and Gas Company dated January 15, 1987, permit no. 80793 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 17th. 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 Lutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L. Kirby
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed 1/21/87

01004

Appl. # 80793

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, Texas.

Karl E. Baker, P.E.

Karl E. Baker, P. E.
Assistant Engineer

January 15, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2000.00

01005

0032

IRISH OIL AND GAS COMPANY
MAILING ADDRESS
P.O. Box 42429
Houston, Texas 77242-2429 (713) 782-3831

OFFICE LOCATION
Westchase Complex
10445 Westoffice Drive
Houston, Texas 77042-5308

County of Fort Bend
Engineering Department
3403 Avenue F
Rosenberg, Texas 77471

January 15, 1987

Attention: Mr. Karl E. Baker
Assistant Engineer

Reference: Irish Oil & Gas Co.
Hendricks #1 Facility
Andrew M. Clopper Survey
Abstract No. 152
O'Brien Road-Precinct No. 3

Dear Sir:

Irish Oil & Gas Co. requests permission to install a 2-3/8" pipeline under O'Brien Road as detailed on attachment.

Proposed contruction and related activity is scheduled immediately after approval by County Authority.

Very truly yours,

John R. Young
Vice-President
Irish Oil & Gas Co.

LFY,Jr:mlc
Attachments

01006

0032

IRISH OIL AND GAS COMPANY
MAILING ADDRESS
P.O. Box 42429
Houston, Texas 77242-2429 (713) 782-3831

OFFICE LOCATION
Westchase Complex
10445 Westoffice Drive
Houston, Texas 77042-5308

January 15,1987

Fort Bend County Engineer
3403 Avenue F
Rosenberg,Texas

Gentlemen:

Please transfer or reassign our $2000.00 bond,permit #80658, issued on May 13,1985 to our O'Brien Road road crossing project located approximately 1000' south of the intersection of O'Brien Road and FM 1464.

Thank You.

Sincerely,
Irish Oil and Gas Company

John R. Young
Vice President

01007 0032

24/1

MOWING OF COUNTY RIGHT-OF-WAY BID #86-119

COMPANY	HOURLY RATE	TRACTOR MAKE/MODEL	SHREDDER SIZE	REMARKS
MORTON BROS., INC.	$16.00	FORD 7600	WOODS DITCH BANK 5 FT.	PROOF OF INSURANCE SUBMITTED.
	$16.00	FORD 5610	WOODS DITCH BANK 5 FT.	15 FT. SHREDDERS & SLOPE MOWERS WILL
	$16.00	FORD 4610	WOODS 6 FT.	BE USED ONLY IF REQUESTED BY THE
	$16.00	FORD 4610	WOODS 5 FT.	COMMISSIONER WHERE WORK IS TO BE
	$25.00	FORD 3910	WOODS 15 FT.	PERFORMED.
	$25.00	FORD 3910	WOODS 15 FT.	
	$16.00	FORD 3000	SERVIS 5 FT.	
	$16.00	FORD 601	SERVIS 5 FT.	
	$16.00	FORD 3400	MODERN 6 FT.	
	$16.00	MASSEY FURGESON 285	MODERN 6 FT.	
	$16.00	MASSEY FURGESON 255	BUSH HOG 6 FT.	
	$16.00	MASSEY FURGESON 255	BUSH HOG 5 FT.	
	$16.00	MASSEY FURGESON 245	BUSH HOG 5 FT.	
	$16.00	MASSEY FURGESON 245	SIDEWINDER 6 FT.	
	$25.00		TERRAINE KING SLOPE MOWER	
ZOMALT ENTERPRISES	$16.00	JOHN DEERE 300	6 FT. SHREDDER	PROOF OF INSURANCE SUBMITTED.
	$16.00	FORD DIESEL 3600	6 FT. SHREDDER	
	$16.00	FORD DIESEL 3000	5 FT. SHREDDER	
	$16.00	FORD DIESEL 335	6 FT. SHREDDER	
	$16.00	FORD 4000	7 FT. SHREDDER	
ASSOCIATED MOWING SERVICE	$16.00	FORD 3000	5 FT.	NO PROOF OF INSURANCE SUBMITTED.
	$16.00	FORD 3600	5 FT.	
	$16.00	FORD 3600	6 FT.	
	$20.00	FORD 5600	15 FT.	
	$20.00	FORD 5600	15 FT.	

01008 0032

PURCHASE OF EIGHTEEN (18) NEW AUTOMOBILES

(LAW ENFORCEMENT) BID #87-05

COMPANY	UNIT BID PRICE	DELIVERY	PRICE GUARANTEE	MAKE & MODEL	OPTIONAL EQUIPMENT: ENGINE	A/C	AM/FM RADIO	AM RADIO	100 AMP ALTERNATOR	DRIP MOLDING	INTERM. WIPERS
CHUCK MILLER FORD	$ 9,702.65	45-60	90	FORD CROWN "S" POLICE	85.00	N/C	100.00	53.00	N/C	N/C	45.00
JACK ROACH FORD	$ 9,869.02	90-120	120	87 FORD LTD CROWN VICTORIA	378.00	STD	176.00	STD	43.00	STD	45.00
HELFMAN FORD	$ 9,918.00	90-120	90	87 FORD CROWN VIC. "S" POLICE	85.00	N/C	170.00	54.00	44.00	N/C	46.00
DUB MILLER FORD	$10,020.39	90-120	90	CROWN VICTORIA 4 DOOR	88.12	N/C	N/C	(54.95)	44.56	N/A	46.65
MORT HALL FORD	$10,174.00	60-90	90	FORD CROWN VICTORIA "S"	88.00	INCL	55.00	55.00	45.00-INCL W/350 ENG.	INCL	47.00
MARSHALL FORD	$10,239.00	45-60	90	FORD LTD CROWN VICTORIA "S"	88.12	STD	120.23	STD	STD	STD	46.65
KNAPP CHEVROLET	$10,694.00	120	90	87 CHEVROLET CAPRICE IBL69	N/C	636.00	184.00	46.00	N/C	N/C	46.00
LAWRENCE MARSHALL CHEVROLET-OLDS	$10,776.84	90-150	90	1BL69 POLICE SPECIAL	N/C	635.50	137.76	N/C	N/C	N/C	45.10
BRASHER MOTOR CO.	$10,850.00	140	140	CHEVROLET CAPRICE	STD	636.00	138.00	STD	STD	STD	46.00
RUSSELL AND SMITH FORD	$11,338.00	60-90	90	FORD LTD-"S" POLICE PKG.	85.00	STD	168.00	53.00	43.00	STD	45.00
A.C. COLLINS FORD	$ 9,869.00	150	30	DOES NOT MEET SPECIFICATIONS. BID REQUIRES MIN. 90 DAY PRICE QUARANTEE.							
WESTWAY FORD	$10,035.75			DOES NOT MEET SPECIFICATIONS. NO DELIVERY TIME SPECIFIED.							
MAC HAIK	$10,341.50	120	90	DOES NOT MEET SPECIFICATIONS. DOES NOT STATE WHETHER BID MEETS SPECIFICATIONS.							
SAN JACINTO FORD	INCOMPLETE BID										

01009 0032

COMPANY	LEFT AND RIGHT MIRRORS	SPOT LIGHT	DOME AND MAP LIGHT	DUAL EXHAUST	CLOTH UPHOLSTERY	HOOD & TRUNK LIGHTS	DIGITAL CLOCK	BUMPER GUARDS	TWO TONE PAINT	SPLIT BENCH FRONT SEATS	FACTORY WIRE FOR LIGHT BARS
CHUCK MILLER FORD	38.00	66.50	N/C	N/C	(28.00)	12.00	79.00	N/C	96.00	114.00	21.85 - 46.75
JACK ROACH FORD	38.00	93.00	STD	STD	STD	21.00	79.00	STD	96.00	114.00	46.75
HELFMAN FORD	39.00	75.00	N/C	N/C	(28.00)	21.00	81.00	N/C	99.00	118.00	43.00
DUB MILLER FORD	39.38	93.00	21.78	N/C	N/C	N/C	81.88	N/C	99.51	118.17	23.35
MORT HALL FORD	39.00	76.00	INCL	INCL	N/C	40.00	88.00	50.00	79.00	118.00	114.00 - 8 WIRES
MARSHALL FORD	39.38	95.00	STD	STD	STD	15.00	81.88	STD	99.51	118.17	100.00
KNAPP CHEVROLET	57.00	127.00	19.00	N/A	N/C	14.00	33.00	51.00	116.00	284.00	36.00
LAWRENCE MARSHALL CHEVROLET-OLDS	56.58	126.28	27.06	N/A	34.44	41.00	31.98	50.84	115.62	266.50	33.62
BRASHER MOTOR CO.	57.00	127.00	41.00	STD	STD	14.00	32.00	51.00	116.00	284.00	29.00
RUSSELL AND SMITH FORD	38.00	60.00	STD	STD	(28.00)	12.00	79.00	STD	96.00	114.00	22.00 - 44.00
A.C. COLLINS	SEE PAGE ONE										
WESTWAY FORD	SEE PAGE ONE										
MAC HAIK	SEE PAGE ONE										
SAN JACINTO FORD	SEE PAGE ONE										

01010 0032

COMPANY	RUBBER/VINYL FLOOR COVERING	TILT STEERING WHEEL
CHUCK MILLER FORD	22.00	102.00
JACK ROACH FORD	22.00	102.00
HELFMAN FORD	22.00	105.00
DUB MILLER FORD	22.81	105.72
MORT HALL FORD	23.00	106.00
MARSHALL EORD	22.81	105.72
KNAPP CHEVROLET	22.00	103.00
LAWRENCE MARSHALL CHEVROLET-OLDS	21.32	102.50
BRASHER MOTOR CO.	22.00	103.00
RUSSELL AND SMITH FORD	22.00	102.00
A.C. COLLINS FORD	SEE PAGE ONE	
WESTWAY FORD	SEE PAGE ONE	
MAC HAIK	SEE PAGE ONE	
SAN JACINTO FORD	SEE PAGE ONE	

01011 0032.

Capt Sparkman does not want one of these cars. 24/3

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILE (STAFF)
BID #87-06

COMPANY	BASE BID PRICE	DELIVERY WITHIN	PRICE GUARANTEE	MAKE & MODEL	OPTIONAL EQUIPMENT ENGINE 302 CID, V-8	A/C	AM/FM RADIO	AM RADIO	100 AMP ALTERNATOR
CHUCK MILLER FORD ✓	$ 9,702.65	45-60 DAYS	90 DAYS	CROWN V "S"	N/C	N/C	$100.00	$53.00	$43.00
JACK ROACH FORD	$ 9,712.05	90-120 DAYS	120 DAYS	CROWN V "S"	STD	STD	$116.00	STD	$43.00
BRASHER MOTOR CO.	$ 9,894.00	60 DAYS	120 DAYS	CHEV. CAPRICE	$505.00	$150.00	$138.00	STD	NOT AVAILABLE
HELFMAN FORD	$ 9,918.00	90-120 DAYS	90 DAYS	CROWN V "S"	N/C	N/C	$170.00	$54.00	$44.00
LAWRENCE-MARSHALL CHEV.-OLDS	$ 9,925.18	60-90 DAYS	90 DAYS	CHEV IBL69	$504.30	N/C	$137.76	N/C	$131.20
KNAPP CHEVROLET	$ 9,949.00	90 DAYS	90 DAYS	CHEV. CAPRICE	$505.00	N/C	$184.00	$46.00	$245.00
RUSSELL & SMITH FORD	$11,019.00	60-90 DAYS	90 DAYS	LTD S	STD	STD	$168.00	$53.00	$43.00
WESTWAY FORD	$11,127.76	120 DAYS	90 DAYS	CROWN V "S"	INCL.	INCL.	INCL.	N/C	$43.00
SAN JACINTO FORD	$11,336.75	60 DAYS	90 DAYS	CROWN V "S"	INCL.	INCL.	$121.00	INCL.	$45.00
MARSHALL FORD	$11,388.00	45-60 DAYS	90 DAYS	LTD CROWN V "S"	INCL.	INCL.	$120.00	INCL.	
DUB MILLER FORD	$11,411.80	90-120 DAYS	90 DAYS	CROWN V "S"	N/C	N/C	$120.23	N/C	$44.56
A.C. COLLINS FORD	$10,948.00	90 DAYS	30 DAYS	DOES NOT MEET SPECS ON BID PRICE GUARANTEE, 90 DAY MINIMUM REQUIRED.					
MAC HAIK FORD	$10,176.85	120 DAYS	90 DAYS	DOES NOT CERTIFY THAT BID MEETS SPECS.					

01012 0032

COMPANY	INTERMITTENT WIPERS	RIGHT & LEFT OUTSIDE MIRRORS	DOME AND MAP LIGHT	CLOTH UPHOLSTERY	DIGITAL CLOCK	FRONT & REAR BUMPER GUARDS	TWO TONE PAINTS	SPLIT BENCH FRONT SEAT
CHUCK MILLER FORD	$45.00	$38.00	N/C	-$28.00	$79.00	N/C	$96.00	$114.00
JACK ROACH FORD	$45.00	$38.00	STD	STD	$79.00	STD	$96.00	$114.00
BRASHER MOTOR CO.	$46.00	$57.00	$41.00	-$23.00	$32.00	$51.00	$116.00	$160.00
HELFMAN FORD	$46.00	$39.00	N/C	-$28.00	$81.00	N/C	$99.00	$118.00
LAWRENCE-MARSHALL CHEV.-OLDS	$45.10	$74.62	$41.00	-$22.96	$31.98	$50.84	$115.62	$159.50
KNAPP CHEVROLET	$46.00	$75.00	$41.00	-$22.00	$33.00	$51.00	$116.00	$163.00
RUSSELL & SMITH FORD	$45.00	$38.00	STD	-$28.00	$79.00	STD	$96.00	$114.00
WESTWAY FORD	$45.00	INCL.	INCL.	N/C	$79.00	INCL.	$96.00	$114.00
SAN JACINTO FORD	$47.00	$40.00	$40.00	-$29.00	INCL.	INCL.	$100.00	$119.00
MARSHALL FORD	$47.00	$39.00	$25.00	INCL.	$82.00	INCL.	$100.00	$118.00
DUB MILLER FORD	$46.65	$39.38	$21.78	N/C	$81.88	N/C	$99.51	$118.17
A.C. COLLINS FORD	SEE PAGE 1							
MAC HAIK FORD	SEE PAGE 1							

01013

COMPANY	TRANSMISSION MANUAL	2.8L 6 CYL. ENGINE	TILT STEERING WHEEL	BODY SIDE MOULDING	5.0 OR 5.2L ENGINE
CHUCK MILLER FORD	N/A	N/A	$102.00	$54.00	5.8L ADD $85.00
JACK ROACH FORD	N/A	N/A	$105.00	$54.00	STD.
BRASHER MOTOR CO.	N/A	N/A	$103.00	$50.00	$505.00
HELFMAN FORD	N/A	N/A	$105.00	$55.00	N/C
LAWRENCE-MARSHALL CHEV.-OLDS.	N/A	N/A	$102.50	$49.20	$504.30
KNAPP CHEVROLET	N/A	N/A	$103.00	$50.00	$505.00
RUSSELL & SMITH FORD	N/A	N/A	$102.00	$54.00	STD.
WESTWAY FORD	N/A	N/A	$102.00	INCL.	INCL.
SAN JACINTO FORD	N/A	N/A	$106.00	$56.00	INCL.
MARSHALL FORD	N/A	N/A	$106.00	$56.00	INCL.
DUB MILLER FORD	N/A	N/A	$105.72	N/C	INCLUDED IN BID
A.C. COLLINS FORD	SEE PAGE 1				
MAC HAIK FORD	SEE PAGE 1				

01014

0032

2414

PURCHASE OF ONE (1) OR MORE NEW PICKUP TRUCK
BID #87-07

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE	REMARKS
KNAPP CHEVROLET ✓	$10,489.00	90 DAYS	90 DAYS	LOW BIDDER MEETING SPECIFICATIONS.
LAWRENCE-MARSHALL CHEV.-OLDS	$10,514.25	60-90 DAYS	90 DAYS	NONE
BRASHER MOTOR CO.	$10,633.00	90 DAYS	120 DAYS	NONE
WESTWAY FORD	$10,713.50	150 DAYS	90 DAYS	NONE
MARSHALL FORD	$11,337.00	45-60 DAYS	90 DAYS	NONE
GILMAN DODGE	$10,449.43	90 DAYS	90 DAYS	DOES NOT MEET SPECS ON FUEL TANK CAPACITY AND BATTERY AMPS.
CHUCK MILLER FORD	$10,486.00	45-60 DAYS	90 DAYS	DOES NOT MEET SPECS ON ENGINE CID SPECS CALLED FOR 305 MIN. BID IS FOR 302.
CHUCK MILLER FORD	$10,504.00	45-60 DAYS	90 DAYS	DOES NOT MEET SPECS ON TRANSMISSION AS CERTIFIED BY BIDDER.
JACK ROACH FORD	$10,640.85	90-120 DAYS	90-120 DAYS	DOES NOT MEET SPECS ON ENGINE CID, SPECS CALLD FOR 305 MIN. BID IS FOR 302.
A.C COLLINS FORD	$10,769.00	NOT STATED		DOES NOT MEET SPECS, DELIVERY TIME NOT SPECIFIED AS REQUIRED BY BID.
DUB MILLER FORD	$11,150.00	60-90 DAYS	90 DAYS	DOES NOT MEET SPECS ON ENGINE CID SPECS CALLED FOR 305 MIN. BID IS FOR 302.
SAN JACINTO FORD	$11,180.71	60 DAYS	90 DAYS	DOES NOT MEET SPECS ON ENGINE CID SPECS CALLED FOR 305 MIN. BID IS FOR 302.

01015 0032

PURCHASE OF STRUCTURAL STEEL FOR DEBORAH STREET BRIDGE, PCT. #3 FORT BEND COUNTY
BID #87-08

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE	REMARKS
C & S METAL FABRICATORS	$14,175.00	30 DAYS	15 DAYS	LOW BIDDER MEETING ALL SPECIFICATIONS.
JESTEX, INC.	$14,263.16	DRAWINGS 10-14 DAYS A.R.O. SHIPMENT 42-29 DAYS A.R.A.D.	10 DAYS	NONE
FRESNO-LEGRAND, INC.	$21,789.00	49 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS.
CUBE CO.	RECEIVED TOOLATE TO BE CONSIDERED.			

24/6

01016

DATA PROCESSING

RECOMMENDED AWARD FOR

WORD PROCESSING SYSTEM

This is the Word Processing System that gives every terminal the system the capability to do "WORD PROCESSING".

The NAPERWORD bid meets all the criterion of the Bid Specifications and is recommended for acceptance.

Estimated price was $10,000 and the bid price is $10,000.

There is money in the Data Processing Budget to pay the $10,000.

Chuck Miller

Chuck Miller
Director of Data Processing

RECONVENED:

Commissioners' Court reconvened at 1:30 p.m.

26. 1:30 P.M.- OPEN BIDS FOR MAIN ELECTRICAL UNDERGROUND FEED, PRCT.3 MAINTENANCE FACILITY (#87-09):

The following bids were presented to Commissioners' Court for review.

A) COL. BRO. CON., Inc.
B) Hippler Electric
C) Inland Electric, Inc.
D) McKuin Electric
E) Escamilla Electric
F) Finch & Deka
G) All Tex Electric

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Lutts absent for vote, the Commissioners' Court finds that the best bid be awarded to ALL TEX ELECTRIC in the amount of $2,700.00 for main electrical underground feed for Precinct 3. (Recorded in minutes in full)

27. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:45 p.m. Monday, January 19, 1987.

BID ITEM: MAIN UNDERGROUND ELECTRICAL SERVICE (26)

BID NUMBER: 87-~~02~~ 09

01018

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.H.T.'S ELECTRICAL CONCTRACTING	
COL. BRO. CON., INC. ✓	14,969.25
HARRIS SONNY ELECTRIC CO.	
HIPPLER ELECTRIC ✓	3780.00
INLAND ELECTRIC, INC. ✓	5555.00
KO'S ELECTRIC	
MARTIN ELECTRIC	
MCNUTT ELECTRIC	
URBISH GEORGE ELECTRIC	
PITTS THOMAS ELECTRIC	
WESTINGHOUSE ELECTRIC CORP	
McKuin Electric ✓	5300.00
Escamilla Electric ✓	15,220.33
Finch & Dera ✓	6500.00
All Tex Elect. ✓	2700.00
Child's Electric	6000.00

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the _____ day of _____, 1987 at a _____ Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner _____, Seconded by Commissioner _____, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

Joyce Tompkins
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JANUARY 26, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 19, 1987.
2. Approve changes in depository pledge contracts.
3. Approve line item trasnfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Ms. Kathy Hynson, County Treasurer, re: consider approval of additional personnel for payroll functions being transferred to the Treasurer's Office.
6. Mr. Sterling Moore, Juvenile Probation Dept., re: request approval of grant application to H-GAC for the purchase of juvenile services for 1987.
7. Mr. Don Ramos, ACAS, Inc., re: non-emergency transfers of patients in Fort Bend County.
8. Consider approval of interlocal agreements with various cities in Precinct 4.
9. Transfer funds from various departments into the Fort Bend County Employee Benefit Fund & Insurance Escrow Fund.
10. Transfer and rebudget 1986 funds into the Capital Project Fund and into 1987 Road & Bridge Fund, Precinct 3.
11. Discuss priorities for 1987 Farm to Market road projects.
12. Consider an application from Fort Bend Telephone Co. to lay cable under Cardinal Rd. in Precinct 2.
13. Advertise for bids for Automatic Grade & Slope Control.
14. 10:00 a.m. - Hold public hearing on petition to change name of Straznicky Road in Precinct 2.
15. Meet in Closed Session to discuss land & personnel matters as authorized by Art. 6252-17, Sec. 2(f)&(g), V.T.C.S, and consider taking action.
16. Approve bills.
17. Adjournment.

FILED FOR RECORD
NO. _____ TIME 9:00 AM

JAN 22 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Thursday, January 22, 1987 at 3:10 p.m by N. Hardy.

REGULAR SESSION

BE IT REMEMBERED That on this 26TH day of JANUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF JANUARY 19, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 19, 1987 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel: (Recorded in minutes in full)

County Clerk
240TH District Court
Data Processing
County Treasurer
Commissioner Precinct #2

5. MS. KATHY HYNSON, COUNTY TREASURER, RE: CONSIDER APPROVAL OF ADDITIONAL PERSONNEL FOR PAYROLL FUNCTIONS BEING TRANSFERRED TO THE TREASURER'S OFFICE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, to transfer Margaret Sury from Personnel Dept. to County Treasurer's Office at a pay grade 9 with an annualized salary of $18,600 plus benefits. Additional funds required to be transferred from Contingency Fund into County Treasurer's budget.

Motion failed due to substitute motion being made.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley voting no, Commissioner Lutts voting no, and Judge Stavinoha voting yes, to postpone request until both department heads work out details of the transfer of an employee from Personnel to County Treasurer.

(4)
01022

0032

COUNTY OF FORT BEND

RECEIVED
JAN 26 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Ben G. Denham

Period: Date of Departure January 28, 1987

Date of Return January 28, 1987

Purpose of Trip: Highway Commission hearing on Post Oak/Fort Bend Freeway.

Places to be Visited: Austin

Mode of Transportation
(State whether by personal auto, airline, etc.)

Ben G. Denham
Name

01-20-87
Date

Commissioner Precinct #2
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 20 1987
COUNTY JUDGE

01023
0032

RECEIVED
JAN 16 1987
COUNTY AUDITOR

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

NO OTHER PERSON

Period: Date of Departure APRIL 19, 1987

Date of Return APRIL 23, 1987

Purpose of Trip: SEMINAR FOR COUNTY TREASURERS

Places to be Visited: COLLEGE STATION, TEXAS/ TEXAS A & M

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

KATHY HYNSON
Name

1/16/87
Date

COUNTY TREASURER
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 21 1987
COUNTY JUDGE

01024

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for the ~~accompanied by~~ the following persons:

Laurie Meister

Period: Date of Departure February 24, 1987

Date of Return February 24, 1987

Purpose of Trip: Attend Seminar "Understanding Computers"

Places to be Visited: The Westin Galleria Hotel, Houston, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Charles W. Miller
Name

January 21, 1987
Date

Director of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

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01025

RECEIVED
JAN 21 1987
COUNTY JUDGE

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure FEBRUARY 11, 1987

Date of Return FEBRUARY 13, 1987

Purpose of Trip: SOUTHEAST TEXAS JUDICIAL CONFERENCE

Places to be Visited: HUNTSVILLE

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

C. [illegible]
Name

1/21/87
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

J. [illegible]
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

$10.00 each 01026

0032

RECEIVED
JAN 20 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

4 employees

Period: Date of Departure Feb 6

Date of Return Feb 6

Purpose of Trip: Area VII Meeting

Places to be Visited: Livingston (Polk Co)

Mode of Transportation (State whether by personal auto, airline, etc.) auto

Diane Wilson
Name

1-19-86
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01027
funds available
0701
0032

COUNTY OF FORT BEND

RECEIVED
JAN 20 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

3 employees

Period: Date of Departure 3-16-86

Date of Return 3-19-86

Purpose of Trip: Annual Conference

Places to be Visited: College Station

Mode of Transportation
(State whether by personal auto, airline, etc.) auto

Dianne Wilson
Name

1-19-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

Funds available

01028

COUNTY OF FORT BEND

RECEIVED JAN 22 1987 COUNTY JUDGE

0032

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure June 21

Date of Return June 25

Purpose of Trip: IACREOT's Annual Conference

Places to be Visited: Nashville

Mode of Transportation (State whether by personal auto, airline, etc.) not sure yet

Dianne Wilson
Name

1-21-87
Date

County Clerk
Title

* *

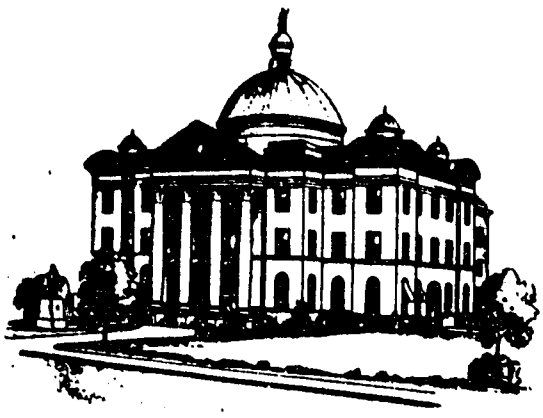
Approved: Commissioners' Court

J. Stavinoha
County Judge

1-26-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

Office of
Kathy Hynson
County Treasurer



Courthouse Annex
Richmond, Texas 77469
(713) 342-3411

County of Fort Bend

January 23, 1987

The Honorable Alton B. Pressley
Fort Bend County Commissioner, Pct. #3
1809 Eldridge Road
Sugar Land, TX 77478

Dear Commissioner Pressley:

Attached you will find a copy of Attorney General opinion JM #585 stating that the County Treasurer is the proper payroll disbursing officer for the county. With the acceptance of this function being transferred to my office it is imperative that I employ a qualified person.

To be able to accomplish this I am asking for:

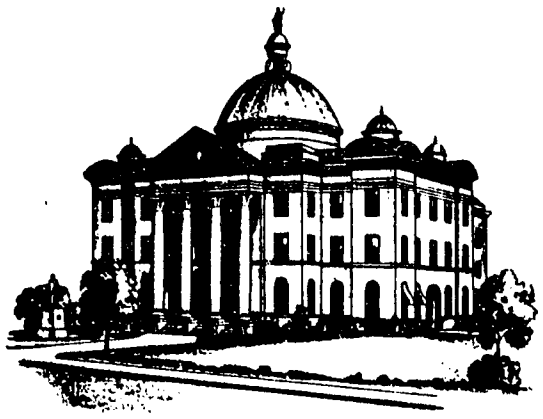
$18,600.00	Per year salary
1,329.90	Per year social security
1,302.00	Per year retirement
2,220.00	Per year insurance
72.00	Per year worker's comp.
23,523.90	Total

Remaining 24 pay periods for 1987:

$17,169.24	salary
1,227.60	social security
1,201.84	retirement
2,035.00	insurance
66.00	worker's comp.
21,699.68	Total

Respectfully submitted:

Kathy Hynson
Fort Bend County Treasurer



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 06, 1987

Kathy Hynson - Treasurer, Fort Bend County
County Courthouse Annex
500 Liberty Street
Richmond, Texas 77469

Re: Attorney General's opinion #JM-585 on payroll processing.

Pursuant to the Attorney General's opinion, we are hereby prepared to release and transfer all payroll processing duties previously performed by the office of County Auditor over to the office of County Treasurer upon your request.

Respectfully,

County Auditor - Joyce Tompkins _____

240th District Judge - Charlie A. Dickerson _____

268th District Judge - A. Reagan Clark _____

328th District Judge - Thomas O. Stansbury _____

cc: Commissioners Court

THE ATTORNEY GENERAL OF TEXAS

December 12, 1986

JIM MATTOX
ATTORNEY GENERAL

Honorable Erwin W. Barton
Chairman
Human Services Committee
Texas House of Representatives
P. O. Box 2910
Austin, Texas 78769

Opinion No. JM-585

Re: Whether the county auditor or the county treasurer is the county payroll disbursing officer for purposes of Title 110B, V.T.C.S., governing public retirement systems

Dear Representative Barton:

Title 110B, V.T.C.S., contains those statutes governing the creation and operation of the Employees Retirement System of Texas, the Teacher Retirement System of Texas, the Judicial Retirement System of Texas, the Texas County and District Retirement System, and the Texas Municipal Retirement System. The various statutes governing the several systems provide that a payroll disbursing officer or employee for each employer collects member contributions by deducting such contributions from the compensation of each member that it employs. V.T.C.S. Title 110B, §§25.402, 35.403, 55.403, 65.402. You wish to know whether, in counties of 10,000 or more population, the county auditor or the county treasurer (in those counties which still have such officers) is the county payroll disbursing officer for purposes of section 55.403 of Title 110B, V.T.C.S. We conclude that the proper officer is the county treasurer. We do not address the issue as to who is the proper disbursing officer or employee in those counties in which the office of county treasurer has been abolished.

Section 55.403(e) of Title 110B, V.T.C.S., provides the following:

> The treasurer or disbursing officer of each participating subdivision shall:
>
> (1) make deductions from each member's compensation for contributions to the retirement system;
>
> (2) transmit monthly, or at the time designated by the board of trustees, the payroll and other pertinent information prescribed by the board; and

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> (3) pay the deductions to the board of trustees at the board's home office. (Emphasis added).

We are required to construe section 55.403(e) in a way that

> expresses only the will of the makers of the law, not forced nor strained, but simply such as the words of the law in their plain sense fairly sanction and will clearly sustain.

Railroad Commission of Texas v. Miller, 434 S.W.2d 670, 672 (Tex. 1968). The very terms of the statute itself reposes the responsibility for making employee payroll deductions in the treasurer, not the auditor; Texas law clearly makes the treasurer, not the auditor, the county disbursing officer.

Article XVI, section 44, of the Texas Constitution provides, inter alia, that the legislature shall prescribe the duties of the office of county treasurer. Article 1709, V.T.C.S., sets forth the duties of the county treasurer and provides in pertinent part that

> [t]he County Treasurer, as chief custodian of county finance, shall receive all moneys belonging to the county from whatever source they may be derived; keep and account for the same in a designated depository or depositories; and pay and apply or disburse the same, in such manner as the Commissioners Court may require or direct, not inconsistent with constituted law. (Emphasis added).

Article 1709a, V.T.C.S., providing specifically for the receipt, safekeeping and disbursement of county funds, sets forth at section 4 the following in pertinent part:

> From and after the effective date of this Act the County Treasurer in each county shall disburse all moneys belonging to the county, for whatever purpose they may be claimed, and shall pay and apply the same as required by law. No moneys shall be expended or withdrawn from the county treasury except by checks or warrants drawn on the county treasury, whether such moneys are in a county depository as required by law or not. (Emphasis added).

V.T.C.S. art. 1709a, §4.

Article 1651, V.T.C.S., sets forth the duties of the county auditor and provides that

> [t]he Auditor shall have a general oversight of all the books and records of all the officers of the county, district or state, who may be authorized or required by law to receive or collect any money, funds, fees, or other property for the use of, or belonging to, the county. . . .

See also V.T.C.S. arts. 1653, 1709a.

The word "disburse" generally denotes "pay" or "expend." Woodford v. United States, 77 F.2d 861, 865 (8th Cir. 1935); Wall v. Close, 14 So.2d 19, 36 (La. 1943); see also People v. Battin, 143 Cal. Rptr. 731 (Cal. Ct. App. 1978); Brown v. Honiss, 68 A. 150 (N.J. 1907). It is clear from an even cursory reading of section 55.403 of Title 110B, V.T.C.S., that the county treasurer is the proper officer to deduct member contributions because he is the officer whose responsibility it is to "disburse" county funds. This conclusion is consistent with earlier attorney general opinions that discuss the various responsibilities of the county treasurer and the county auditor.

In Attorney General Opinion V-1387 (1952), this office was asked whether a commissioners court could require a county auditor to handle payroll deductions, accounts, and reports regarding social security for county employees. The opinion held that

> [u]nder the above authorities and articles [setting forth the duties of the county treasurer and the county auditor] we agree with you that it is the duty of the county treasurer to assess the amount of the contributions necessary from the various county employees, to collect this amount, and to transmit same to the state agency. We further agree that under article 1651, V.C.S., the county auditor is required to check, compare, and audit the social security services of the county treasurer, and to certify the results to the proper officials.

In Attorney General Opinion V-711 (1948), this office was asked whether the county auditor, pursuant to the duties imposed by article 1656a, V.T.C.S., had the authority to deduct employees' group insurance premiums from employees' salaries when so authorized by employees. Citing the above statute setting forth the duties of the county auditor, this office held that

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> [i]n view of the foregoing provision, neither the collection nor the deduction of the contributions from the salaries of the county employees constitutes any function of the County Auditor. . . . The collection and deduction should be performed by the proper county officer who issues the checks on the County Treasurer for the payment of the salaries of the employees included in the group insurance plan.

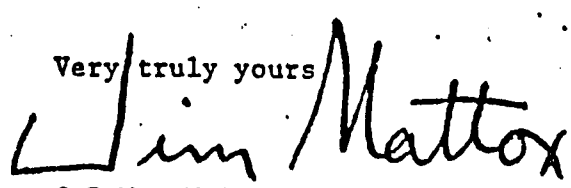
See also Attorney General Opinion WW-1107 (1961).

Accordingly, we conclude that the proper county payroll disbursing officer for purposes of Title 110B, V.T.C.S., is the county treasurer rather than the county auditor.

SUMMARY

In counties with a population of 10,000 inhabitants or more, the proper county payroll disbursing officer for purposes of Title 110B, V.T.C.S., is the county treasurer rather than the county auditor.

Very truly yours



JIM MATTOX
Attorney General of Texas

JACK HIGHTOWER
First Assistant Attorney General

MARY KELLER
Executive Assistant Attorney General

RICK GILPIN
Chairman, Opinion Committee

Prepared by Jim Moellinger
Assistant Attorney General

FORT BEND COUNTY
JOB DESCRIPTION

TITLE: Payroll Coordinator DATE: August, 1985

DEPARTMENT(s): County Auditor PAY GRADE: 9

SCOPE:

Under general supervision, processes a bi-weekly payroll and supporting reports. Responsible for performing functions independently within established procedures. Work is reviewed only periodically.

BASIC FUNCTION:

Processes a bi-weekly payroll for the employees of Fort Bend County. Produces supporting records and related reports.

TYPICAL DUTIES:

1. Keeps current employee computer payroll records
2. Communicates with departments or individuals about payroll procedures, deductions, etc.
3. ~~Audits and~~ balances payroll
4. Produces and distributes various personnel reports and registers
5. Compiles monthly, quarterly and occasionally annual reports
6. Maintains permanent computer payroll records
7. Performs related duties as required

MINIMUM QUALIFICATIONS:

Requires a high school education plus courses in bookkeeping. Requires 13-24 months related experience working with payroll. Requires knowledge of County policies affecting payroll records and deductions. Ability to operate CRT, type 35 WPM and use a calculator. Ability to maintain detailed and accurate records. Knowledge of tax regulations affecting payroll.

WORKING CONDITIONS:

Good working conditions; absence of disagreeable elements. Rare exposure to accidents or health hazards.

Fort Bend County reserves the right to make changes.

6. MR. STERLING MOORE, JUVENILE PROBATION DEPT., RE: REQUEST APPROVAL OF GRANT APPLICATION TO H-GAC FOR THE PURCHASE OF JUVENILE SERVICES FOR 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve grant application as presented by Sterling Moore. (Recorded in minutes in full)

7. MR. DON RAMOS, ACAS, INC., RE: NON-EMERGENCY TRANSFERS OF PATIENTS IN FORT BEND COUNTY:

Don Ramos, owner of a private ambulance service discussed the use of private ambulance service for non-emergency transfer.

Daniel Kosler, EMS Director discussed the use of county service for transfer calls.

Postponed for further study.

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VARIOUS CITIES IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve interlocal agreements with the following for maintenance & road repair only. (Recorded in minutes in full)

City of Beasley	(Maintenance & road repair)
City of Orchard	(Maintenance & road repair)
City of Fulshear	(Maintenance & road repair)
City of Simonton	(Maintenance & road repair)

9. TRANSFER FUNDS FROM VARIOUS DEPARTMENTS INTO THE FORT BEND COUNTY EMPLOYEE BENEFIT FUND & INSURANCE ESCROW FUND:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to transfer funds from various departments into the Fort Bend County Employee Benefit Fund & Insurance Escrow Fund.

10. TRANSFER AND REBUDGET 1986 FUNDS INTO THE CAPITAL PROJECT FUND AND INTO 1987 ROAD & BRIDGE FUND, PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer $17,300 from 1986 Precinct #3 year-ending balance into Capitol Project Fund for Deborah St. bridge.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, Commissioner Denham voting no and Judge Stavinoha voting no, motion denied to transfer $48,381.76 from 1986 Precinct 3 year-ending balance into 1987 Precinct 3 Road & Bridge budget.

11. DISCUSS PRIORITIES FOR 1987 FARM TO MARKET ROAD PROJECTS:

1987 Farm to Market road projects are to be prioritized for submission to the Texas Highway Department for new road projects.

1987 (CO3) Juvenile Purchase of Services. RBE $487,309 (JJDP funds)

Projected 1985 Youth Population 0-17 Yrs.

COUNTY	YOUTH POPULATION	% OF REGIONAL JUV. POPULATION	SHARE OF JJDP FUNDS
Austin	5,760	.49%	$ 2,387.81
Brazoria	65,522	5.59%	27,240.57
Chambers	7,757	.66%	3,216.23
Colorado	5,295	.45%	2,192.89
Fort Bend	66,015	5.63%	27,435.49
Galveston	60,506	5.16%	25,145.14
Harris	841,318	71.77%	349,741.66
Liberty	17,768	1.51%	7,358.36
Matagorda	14,018	1.19%	5,798.97
Montgomery	59,485	5.07%	24,706.56
Walker	9,346	.79%	3,849.74
Waller	6,433	.54%	2,631.46
Wharton	12,877	1.09%	5,311.66
	1,172,100		$487,016.54

SOURCE: Texas Department of Health, Population of Counties, Estimates and Projections, 1970 - 2000

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sh

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
- a. NUMBER
- b. DATE (Year month day): 19 86 1 14

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
- a. NUMBER: P-Pending / 01038
- b. DATE ASSIGNED (Year month day): 19 6032

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County
- b. Organization Unit: Juvenile Probation Department
- c. Street/P.O. Box: 307 South Fort Street
- d. City: Richmond
- e. County: Fort Bend
- f. State: Texas
- g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): Sterling Moore, Acting Chief (713) 341-4423

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6. PROGRAM (From CFDA)
- a. NUMBER: 8 8 . C 0 3
- MULTIPLE [ ]
- b. TITLE: Purchase of Juvenile Services

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Purchase of Juvenile Services/8

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify)
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	27,435 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$27,435 .00

13. CONGRESSIONAL DISTRICTS OF
- a. APPLICANT
- b. PROJECT

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day): 19 88 01 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b. ADMINISTRATIVE CONTACT (IF KNOWN)

c. ADDRESS
P. O. Box 12428
Austin, Texas 78711

21. REMARKS ADDED [ ] Yes [ ] No

SECTION I—APPLICANT/RECIPIENT DATA

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved
- a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____
- b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 [ ] OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
- b. SIGNATURE

SECTION II—CERTIFICATION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE► (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED [ ] Yes [ ] No

SECTION III—FEDERAL AGENCY ACTION

NSN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

1/21 xc: 4 Commissioners
Daniel Kosler

~~499-2999~~ 7

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ADVANCED CARE AMBULANCE SERVICE, INC.

ADVANCED CARE AMBULANCE SERVICE, INC.
10101 S.W. FREEWAY, SUITE 444; HOUSTON TEXAS 77074

0032

October 8, 1986

No action

TO: The Administrative and Nursing Staff of all Fort Bend County Hospitals and Convalescent Care Centers

FROM: Don Ramos, President of Advanced Care Ambulance Service

SUBJECT: Ambulance Service in Fort Bend County

Dear Health Care Providers,

Sometimes, during the process of providing patient care, ambulance transportation of your patients to and from health care facilities becomes necessary. When this occurs, do you know which ambulance service to contact? As easy as this question may sound, there seems to be a surprising amount of confusion concerning who to call when you need to transfer a patient. I hope that this letter will address this problem, the responsibilities and many things to consider when calling for an ambulance in Fort Bend County.

Fort Bend County EMS (Emergency Medical Service) is the sole provider of pre-hospital, EMERGENCY ambulance to the majority of Fort Bend County. Six, fully equipped, MICU (Mobile Intensive Care Unit) ambulances, staffed by highly trained, state certified EMT's (Emergency Medical Technicians) and Paramedics, are stationed at strategic locations throughout Fort Bend County, each responsible for a "district" or response area. Three are located on the west side of the county and three are on the east end.

When an EMERGENCY call is received, the ambulance nearest to the call is dispatched, via radio, to the scene. The remaining two ambulances must cover the unattended district until the responding unit returns. If another EMERGENCY call falls within the vacant district, as so often happens, the next closest unit is dispatched with an unavoidable delay in getting to the scene due to the increased distance. If a third call is dispatched before the first two ambulances are back in service, the last ambulance is sent. A fourth ambulance is then sent from the opposite end of the county to cover. This happens more frequently than you might think. There have been times when only ONE emergency ambulance was available to cover ALL of Fort Bend County!

You may be asking what the above information has to do with basic transfers. Simple. Many hospital and nursing home staff members routinely call Fort Bend County EMS to make basic non-emergency transfers, a transfer that requires a stretcher and/or skilled attendants.

Fort Bend County EMS will respond with an MICU unit to make the transfer, provided all three ambulances on that side of the county are in service. This, of course, takes an EMERGENCY ambulance out of service and leaves their district unattended. The natural result is increased response time to the affected area with delays that can exceed 8 to 10 minutes ABOVE THE NORMAL RESPONSE TIME. To the severely injured, or to the patient requiring advanced life support, the delay may jeopardize the patients' chances for full recovery or survival.

A way to insure that emergency resources in the county are not mis-applied, would be for the hospital and nursing home staff to utilize private ambulance services for routine, non-emergency transfers. The vast majority of these transfers can be done by BLS (Basic Life Support) ambulances, provided by private services, without compromising patient care in the least. BLS ambulances are staffed by state certified EMT's and, with some services, EMT-Special Skills and Paramedics. They are equipped to handle any stable patient transfers. There are some private services in the area that even have MICU capability that can transfer your unstable ER/ICU/L&D patients! With these resources available, utilizing the Fort Bend County EMS for transfers should be considered only as a last resort.

Additional advantages to utilizing private ambulance services for your transfers include:

1) Appointments can be made hours or days in advance.
2) Major insurance assignments are accepted by some services.
3) Some accept Medicare/Medicaid assignment.
4) There are many services to choose from in the Houston area.
5) Most have excellant reputations.
6) You and your patients will be supporting free enterprise.
7) Fort Bend County Paramedic "burn-out" would decrease.
8) A reduction in the Fort Bend County EMS budget.

As Fort Bend County continues to grow, the call volume that the county ambulance service must handle will grow as well. This means that fewer and fewer transfers will be accepted. Some of you have already noticed this and it is not inconceivable that, sometime in the near future, the county may follow suit with the rest of the area, and quit doing transfers all together, electing to concentrate on the primary responsibility of providing emergency medical service within the county. Until such a decision is made, it will be up to the hospital and nursing home administration and their staff to see that EMS resources are utilized properly.

ACAS

499-2999

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ADVANCED CARE AMBULANCE SERVICE, INC.

ADVANCED CARE AMBULANCE SERVICE, INC.
10101 S.W. FREEWAY, SUITE 444; HOUSTON TEXAS 77074

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In closing, I must admit to a certain amount of prejudice in this matter because I am an owner of a BLS service in this area. More importantly, however, I am a resident of Fort Bend County and I am raising a family here. It is important to me and my neighbors to know that the EMERGENCY ambulances stationed closest to me will not be out of service, doing transfers when, if ever, our families face a medical crisis. This is far more important to me than "drumming up" a little business. The facts I have stated here may be confirmed by contacting the Fort Bend County EMS director, Mr. Daniel Koseler at 342-7233. ← DANIEL REVIEWED THIS LETTER!

Thank you for taking the time to read this letter. I hope you will consider what has been said and utilize this information to make the sound decisions concerning ambulance transfers that will benefit your patients and your community. I would hope that you would meet with the appropriate personnel and post a copy of this letter at nursing stations so that they too can have an understanding of EMS in Fort Bend County. Please feel free to call me at ~~499-2999~~ 779-2999 if you have any questions.

Sincerely,

Don Ramos, President
ADVANCED CARE AMBULANCE SERVICE, INC. (ACAS)

DBR/tr

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF BEASLEY

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Beasley , hereinafter referred to as "City".

WHEREAS County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 15th day of January, 1987.

By: Peter C Nichols
MAYOR Pro Tem

ATTEST:
CITY SECRETARY

SIGNED this 26 day of January, 1987.

COUNTY OF FORT BEND

By: Judi Stavinoha
COUNTY JUDGE

ATTEST:
Dianne Nilsen
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF BEASLEY, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Beasley, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 18th day of February, 1986.

City of Beasley, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 3rd day of March, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF ORCHARD

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Orchard , hereinafter referred to as "City".

WHEREAS County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 13th day of JANUARY, 1987.

CITY OF ORCHARD

By: Eugene L. Denny
MAYOR

ATTEST:

CITY SECRETARY

SIGNED this 26 day of January, 1987.

COUNTY OF FORT BEND

By: Jodi Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF ORCHARD, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Orchard, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 15th day of JANUARY, 1986.

City of Orchard, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 17 day of February, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF FULSHEAR

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Fulshear , hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 13th day of JANUARY, 1987.

THE CITY OF FULSHEAR

By: Frances Smart
MAYOR

ATTEST:
Carolyn N Smith
CITY SECRETARY

SIGNED this 26 day of January, 1987.

COUNTY OF FORT BEND

By: Jodie Stavinoha
COUNTY JUDGE

ATTEST:
Elaine Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF FULSHEAR, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Fulshear, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198____, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 27th day of JANUARY, 1986.

City of Fulshear, Texas

Kaneen Smart

Mayor PRO-TEM

ATTEST:

Carolyn H. Smith

City Secretary

SIGNED this 17 day of February, 1986.

County of Fort Bend

Judie E. Stavinoha

County Judge

ATTEST:

Dianne Wilson

County Clerk

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.

NO. 85-720

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A CONTRACT WITH FORT BEND COUNTY, TEXAS PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Fulshear, Texas, and Fort Bend County, whereby the City of Fulshear will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Fulshear, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Fulshear, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 25th day of NOVEMBER, 19 85.

CITY OF FULSHEAR, TEXAS

BY: Edward Dozier
Mayor

ATTEST:
Carolyn H. Smith
City Secretary

APPROVED:

City Attorney

NO._____

RESOLUTION OF COMMISSIONERS' COURT
APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
EXECUTE AND THE COUNTY CLERK TO ATTEST
A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
AND THE CITY OF FULSHEAR, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried:

WHEREAS, the City of Fulshear, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF FULSHEAR, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Fulshear, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Fulshear, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars ($20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Fulshear, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 25th day of November 1985 in duplicate originals by Order of City Council of

City of Fulshear, Texas

By: [signature]
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[signature]
COUNTY JUDGE

ATTEST:

[signature]
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF 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, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 20 day of January, 1987.

THE CITY OF SIMONTON

By: Maurice Belcourt
MAYOR

ATTEST:

Enice C Heil
CITY SECRETARY

SIGNED this 26 day of January, 1987.

COUNTY OF FORT BEND

By: Jodie Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF SIMONTON, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Simonton, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.

2. The letter from the Mayor of the City shall set forth the following:

   a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.

c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.

d. That the City agrees to pay for any and all materials used by the County pertaining to the request.

3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198 0 , 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 21st day of January, 1986.

City of Simonton, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 17 day of February, 1986.

County of Fort Bend

County Judge

ATTEST:

County Clerk

ORDINANCE NO. 85-2

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AND THE VILLAGE SECRETARY TO ATTEST A CONTRACT BETWEEN THE VILLAGE OF SIMONTON AND FORT BEND COUNTY, FOR THE HOUSING OF MUNICIPAL PRISONERS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF SIMONTON, TEXAS:

Section 1. The Mayor is hereby authorized to execute, and the Village Secretary to attest, that certain contract between the Village of Simonton and Fort Bend County, a copy of which is attached hereto and made a part hereof, said contract providing for the housing of municipal prisoners by the Sheriff of Fort Bend County.

PASSED, APPROVED, AND ADOPTED this the 19th day of November, 1985.

Mayor

ATTEST:

Village Secretary

NO. 85-2

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A CONTRACT WITH FORT BEND COUNTY, TEXAS PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Simonton, Texas, and Fort Bend County, whereby the City of Simonton will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Simonton, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Simonton, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 19th day of November, 1985.

CITY OF SIMONTON, TEXAS

BY: [signature]
Mayor

ATTEST:

[signature]
City Secretary

APPROVED:

City Attorney

NO._____

RESOLUTION OF COMMISSIONERS' COURT
APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
EXECUTE AND THE COUNTY CLERK TO ATTEST
A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
AND THE CITY OF SIMONTON, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Sutton, duly put and carried:

WHEREAS, the City of Simonton, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF SIMONTON, TEXAS PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Simonton, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Simonton, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars ($20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Simonton, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 19th day of November 1985 in duplicate originals by Order of City Council of

City of Simonton, Texas

By: [signature]
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[signature]
COUNTY JUDGE

ATTEST:

[signature]
COUNTY CLERK

12. CONSIDER AN APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER CARDINAL RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept permit application from Fort Bend Telephone Co. to lay cable under Cardinal Rd. in Precinct 2. (Recorded in minutes in full)

13. ADVERTISE FOR BIDS FOR AUTOMATIC GRADE & SLOPE CONTROL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for automatic grade & slope control for Fort Bend County.

14. 10:00 A.M. - HOLD PUBLIC HEARING ON PETITION TO CHANGE NAME OF STRAZNICKY ROAD IN PRECINCT 2:

The following residents spoke against name change:

Mr. Straznicky
Dale Kelly

For:
Ruby Gerken

No court action taken.

15. MEET IN CLOSED SESSION TO DISCUSS LAND & PERSONNEL MATTERS AS AUTHORIZED BY ART. 6252-17, SEC. 2(f) & (g), V.T.C.S. AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners' Court recessed at 11:55 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

16. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka and Commissioner Denham absent for vote, it is ordered to approve bills as presented by County Auditor.

17. ADJOURNMENT:

Commissioners' Court adjourned at 2:10 p.m. Monday, January 26, 1987.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th. day of January, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated January 15, 1987, permit no. 80794 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned copy 1/20/87

Appl. # 80794

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

January 22, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

01082

0032

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. 80794
PERMIT NO. 2

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Cardinal	415' NE of Meyer Rd.	60'	X			
Cardinal	621' NE of Meyer Rd.	60'	X			
Cardinal	1,023' NE of Meyer Rd	60'	X			
Cardinal	1,425' NE of Meyer Rd.	60'	X			
Cardinal	2,232' NE of Meyer Rd.	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

General Description

Boring under Cardinal Rd. at 415', 621', 1023', 1425', and 2232' from Meyer Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: January 15, 1987
ADDRESS 3426 School Street
(Street/P.O. Box)

Needville, Texas 77461
City State Zip
TELEPHONE NO: 793-4246 342-3423

(14) 01083

0032

(18)

December 18, 1986

Mr. Noto:

When we returned from vacation in the second week of October, 1986, there was a name on the road by our house -- "Straznicky", well, I questioned it by calling the Barn and Wesley Oberhoff told me it was named that because Mr. Straznicky donated land. That made me research the deed of records at the County Courthouse. I came up with the line of owners, beginning with: I. C. & B. A. Davis to S. H. Davis to August Miller to Krause to Gerken and finally to Albert Gerken. I have copies of all attached labeled Exhibits A.

This should prove my point that this road should not be named Straznicky.

Betty Gerken + Albert

December 23, 1986

Re: Attached petition on Stranznicky Rd.

Commissioner Denham;

I talked to Mr. R.J. Straznicky of 10515 Warnecke Rd (phone 793-4400) who lives at the very dead end of Straznicky Rd. He stated that the road was being maintained as far back in time as Mr. Tom Snedecor's administration and that Mr. Straznicky purchased the first gravel that was applied to the road at a cost of $510.00. He also stated the road in question was dedicated by Mr. I.C. Davis and done so in the early 1900's Mr. Straznicky has lived on his land for 74 years.

I talked to Wesley Oberhoff and he verified the call from Ms. Gerken but stated to her that possibly Mr. Straznicky had donated the road but he was not sure how the road got its name. Mr. Ervin Oberhoff stated that as long as he can remember the road was always refered to as Straznicky. The petitioners are suggesting a road name change to "Wagon Road" Mr. Strazmicky nor Mr Ervin Oberhoff has ever heard the road refered to as " Wagon Road". There is a "Wagon Run Road" in the County Roll Log. The road is in Precinct #4, in the Simonton Area.

Mrs. Gerken has provided me with deed instruments to prove that Mr. Straznicky never owned the road. She is right, but the deeds also reveal that Mr. August Miller, Mr. C.W. & A.L. Krause, Mr. Henry Gerken and Mr. Albert H Gerken never was conveyed title to the road either.

Mrs. Gerken stated in the petition that Mr.Straznicky could exit on Thuesen Road. Mr. Straznicky advised that there was no Thuesen Road when the road in question was dedicated.

Mrs. Gerken stated that Commissioner Denham said the Public Notice of Official Road log was advertised in the Gulf Coast Tribune. A spoksperson for that newspaper advised that they received the notice too late to publish. I checked with Larry Wagenbach and he indicated the notice was proper and I have attached a copy of notice in the Herald Coaster.

A.J. Noto A.J.N.

P.S. Mr. Straznicky wants to make the hearing if there is one, and will oppose the name change.

For inter-office purposes only.

A.J.N.

TO: Commissioners Court
Fort Bend County, Texas

RE: Change a Public Maintained Road's Name

PETITION

We, the undersigned, owners, heirs and tenants of real estate concerned with the latest naming of a public maintained road, offer this petition in opposition to the road named "Straznicky Rd.", and present to the commissioners court this date, a name we know should be given to this road.

The land of 30 feet having been dedicated as a public road out of an 80 acre tract out of the H. & T C Ry Co Survey No 86, A-503, Fort Bend County, see attached Exhibit A, which spells out When, Why & Who donated the 30 feet for the road in question. You can see that Mr. Straznicky NEVER had title to this land as Mr. Wesley Oberhoff said on October 16, 1986.

We suggest the name of "Wagon Road", since in the early 1900s the farmers used the name "Wagon Road" as locations and directions. Mr. Straznicky has the right to use this road since it dead-ends at his farm. He has other means of exiting from his farm as it fronts on Thuesen Road.

The PUBLIC NOTICE of naming roads was not printed in the Gulf Coast Tribune as stated by Commissioner Denham, therefore, we were not aware of this action by the court and feel this action was taken without proper and complete notices.

Please change the name of Straznicky Rd to Wagon Road.

Presented this 16th day of December, 1986.

NAME	MAILING ADDRESS
1. Albert H Herken	RT1 Box 201 Beasley Texas 77417
2. Ruby M Herken	RR1, Box 201 Beasley, Tx 77417
3. D. E McGuire	15 242 Highway 36 Needville, Texas 77461
4. Vergabell McGuire	15 242 Highway 36 Needville, Texas 77461
5. Randal McGuire	9402 Line St Needville Tx 77461
6. Thomas A. Kuban	RT 1 Box 292 Beasley Tx 77417
7. Minnie Engelhardt	RT3 Box 45 Needville Tex 77461
8. Deborah Engelhardt Foglee	P.O. Box 162 Stafford Texas 77477
9. Eugene R. Engelhardt	2525 B. F. Terry Blvd Rosenberg Texas 77471
10. Lou Ann Miller	12341 Roesler Rd Needville Tx 77461
11.	
12. Byron Miller	12341 Roesler Road Needville, Tx 77461
13. Wanda Miller	16035 Hwy 36, Needville, Tx 77461
14. Lyle Miller	16035 Hwy 36 Needville Tx 77461
15.	

DEED 56

FROM: I.C. Davis DATED: Dec. 20, 1910 169

TO: S.H. DAVIS

Exhibit A

for four hundred and fifty dollars to be paid January, 1st 1916. Each of said notes to bear 7 per cent interest from date the interest to be paid annually, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said S. H. Davis of the County of Fort Bend State of Texas, all that certain tract or parcel of land lying and being situate in the County of Fort Bend and state of Texas and on the west side of the Brazos River more particularly described as follows Being the north half of the north quarter of section 86 - Certificate No. 283 - H & TC public free school lands save and except thirty feet off of the south end dedicated to a public road - being here in conveyed eighty acres more or less.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said S. H. Davis his heirs and assigns forever; and we do hereby bind ourselves heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said S H Davis his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon, are

DEED 68

Exhibit A

401

#4266

S.H. DAVIS AND WIFE

TO(WARRANTY DEED

AUGUST MILLER.

COMPARED
M. M. NEWELL
C. C. C. F. B. C.

Sept. 20, 1912

THE STATE OF TEXAS }
COUNTY OF FORT BEND } KNOW ALL MEN BY THESE PRESENTS: That We, S.H. Davis and Sabra Davis husband and wife of the County of Fort Bend State of Texas, for and in consideration of the sum of Four Thousand Nine Hundred Sixty ($4960.00) Dollars to us paid and secured to be paid by August Miller as follows:

One Thousand ($1,000.00) Dollars cash, the receipt of which is hereby acknowledged and the assumption by said August Miller of the sum of Two Thousand Four Hundred Fifty ($2,450.00) Dollars evidenced by five notes one to four inclusive being for the sum of $500.00 each and number five for the sum of $450.00 note number one was due Jan, 1st, 1912. and notes two to five inclusiver are due Jan, 1st., 1913, 1914, 1915 and 1916, all of said notes bear interest at the rate of 8% per cent per annum interest payable annually The grantor herein agrees to pay the interest on said notes to Jan. 1st, 1913., said notes are all payavle to I.O. Davis or order at Rosenberg, Texas, And the further consideration of the execution eb by the said August Miller of five vendor's lien notes of even date herewith and payable to S.H. Davis or order at Rosenberg, Texas, two, three, four, five, and six years respectively after November 15th 1912, notes number one and two being for the sum of $100.00 each and note number three being for the sum of $150.00 and notes four and five being for the sum of $550.00 each all bearing interet from Nov. 15th 1912, until paid at the rate of 8% per annum interest payable November 15th 1913 and annually thereafter said notes provides for the usual 10% attorneys fees in case of forced collection.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said August Miller of the County of Fort Bend State of Texas, all that certain tract or parcel of land lying and being in the County of Fort Bend in the State of Texas, and known as the N.W. ¼ of the N. ½ of Sec. 86 Cert 283 Houston and Texas, Central Railway Company Surtey on the waters of Snake Creek, a tributary of the San Bernard River, about 13 miles S. 45 deg W. from Richmond, and having these metes and bounds.

BEGINNING at a stake which is S. 45 W. 950 vs and S. 45 E. 475 vrs from IRon pipe in N. Cor. of said Sec. 86 ;THENCE N. 45 W. 475 vs to stake for cor. in N.W. line of said Sec. 86;THENCE N. 45 Deg E. with N.W. line of said Sec. 86 950 vs to Iron pipe in N. Cor of said Sec. 86;THENCE N. 45 E. with N.E. line of said Sec. 86 at 475 vs to stake for cor.THENCE S. 45 deg W. 950 vse to the place of BEGINNING containing 80 acres of land more or less, 30 feet off of and along the S.W end is dedicated for Public road purposes and is not herein conveyed.

TO HAVE AND TO HOLD the above described premises, together withall and singular the rights and appurtenances thereto in anywise belonging unto the said August Miller his heirs and assigns forever, and we do hereby bind ourselves our heirs executors andadministrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said August Miller his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property premises and improvements until the above described notes and all interest thereon are fully paid according to their face and tenor effect and reading when this deed shall become absolute.

WITNESS our hands at _____ this 20th day of September A.D' 1912.

S.H. Davis
Sabra Davis.

230 August Miller
To
C.W. & A.L. Krause

Sept 20, 1920

The Northwest one half of the North quarter of Section EIGHTY SIX (86) H. & T. C. Railway Company Survey, Cert. Number Two Hundred eighty three (283) Patent Two Hundred fifty Nine (259) Vol. Forty-three (43) Abstract No. 503, on the waters of Snake Creek, a tributary of the San Bernard River, about thirteen miles South 45 degrees West from Richmond, containing 80 acres of land, described by metes and bounds as follows:-

Beginning at a stake, which is South forty five deg. West, nine hundred fifty (950) varas, and South 45 deg. East four hundred seventy five (475) varas, from iron pipe in the North corner of said Section 86;

Thence North 45 deg. West four hundred seventy five (475) varas to a stake for corner in the Northwest line of said Section 86;

Thence North 45 deg. East with the Northwest line of said Section 86, Nine Hundred Fifty (950) varas to iron pipe in the North corner of said Section 86;

Thence South 45 deg. East with the Northeast line of said Section 86 four hundred seventy five (475) varas, to a stake for corner;

Thence South 45 deg. West nine hundred fifty (950) varas to the place of beginning, less a strip thirty (30) feet wide off of and along the Southwest end, which has been dedicated for public road purposes and is not herein conveyed, being the same and all of the land conveyed by S. H. Davis and wife, Sabra Davis, to August Miller, by warranty deed, dated September 20, 1912, and recorded in Vol. 68, page 401, of the Deed Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said C. W. Krause and A. L. Krause, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said C. W. Krause and A. L. Krause, their heirs and assigns, against every person or whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands this the 30th day of September, A. D. 1920.

($6.60 I. R. stamps cancelled.)

August Miller.

Augusta Miller.

THE STATE OF TEXAS, }
COUNTY OF FORT BEND. } BEFORE ME, the undersigned authority, in and for the said State and County, on this day personally appeared August Miller, 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 the 30th day of September, A. D. 1920.

(L. S.)

Lilea Hill, Notary Public,
Fort Bend County, Texas.

THE STATE OF TEXAS, }
COUNTY OF FORT BEND. } BEFORE ME, the undersigned authority, in and for the said State and County, on this day personally appeared Augusta Miller, wife of August Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and hav-

DEED 103

Exhibit A

.47

#11371.

C. W. Krause et al. To Henry Gerken.	WARRANTY DEED.	Dated, October 21st. 1924.

THE STATE OF TEXAS,
COUNTY OF FORT BEND.

KNOW ALL MEN BY THESE PRESENTS:

That We, C. W. Krause and wife, Louise Krause, and A. L. Krause and wife Lillie Krause, of the County of Fort Bend State of Texas, in consideration of the sum of Five Thousand Seven Hundrod Forty Six and 25/100 Dollars paid and secured to be paid by Henry Gerken as follows:

The sum of Three Thousand Two Hundrod Forty Six and 25/100 (3246.25) Dollars cash to us in hand paid, the receipt of which is acknowledged, and for the balance of the consideration the said Henry Gerken has agreed and promised and by the acceptance hereof does agree and promise to assume the payment of the principal of $2500.00 owing to the Fidelity Trust Company as shown by Deed of Trust bearing date December 12th., 1916 and due and payable on November 1st., 1925, together with the interest thereon at 6% per annum from November 1st., 1924 until paid, and which said note is fully and particularly described in said Deed of Trust of record in Book or Volume 7 of the Deed of Trust Records of Fort Bend County, Texas, to which refer.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Henry Gerken of the County of Fort Bend and State of Texas all that certain certain tract, lot or parcel of land lying and being situated in Fort Bend County, Texas, and being the North West one half of the North Quarter of Section 86 H. & T. C. Ry Survey, Cert. 283, Patent 259 Vol. 43, Abstract 503 on the waters on Snake Creek, a tributary of the San Bernard River about 13 miles South 45 degrees West from Richmond containing 80 acres of land described as follows:

Beginning at a stake which is South 45 deg. West 950 vrs. and South 45 deg. East 475 varas from an iron pipe in the North corner of Section 85.
Thence North 45 deg. West 475 vrs. to a stake for corner in the North-west line of said Section 86.
Thence North 45 deg. East with the North-west line of said Section 86,-950 vrs. to an iron pipe in the North corner of said Section, 85.
Thence South 45 deg. East with the Northeast line of said Section 86-475 varas to a stake for corner.
Thence South 45 deg. West 950 vrs. to the place of beginning, less a strip 30 feet wide off of and along the Southwest and which has been dedicated for public road purposes and is not herein conveyed.
The land herein and hereby conveyed being the same by us, C. W. & A. L. Krause, purchased from August Miller and wife by deed dated September 30th., 1920 and of record in Book 87 pages 229 of the Deed records of Fort Bend County, Texas, to which deed and its record refer.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Henry Gerken and his heirs and assigns, forever. And we do hereby bind ourselves heirs, executors and administrators, to

In connection with your captioned loan, we will, subject to the conditions and requirements herein contained, issue to you our Mortgagee's Title Policy on the standard printed form then prescribed by the Board of Insurance Commissioners of the State of Texas insuring that you hold a valid first lien securing the payment of such loan.

SECTION A

You are advised that in such policy:

a. The lien to be insured will be described as follows:

On forms acceptable to our attorneys.

Exhibit A

b. The property covered by such lien will be described as follows:

Eighty (80) acres of land, more or less, out of the H. & T. C. Ry. Co. Survey No. 86, A-503, Fort Bend County, Texas, being the Northwest 1/2 of the North one-quarter of said section, more particularly described as follows, to-wit:

Beginning at the North corner of said section 86;
Thence South 45 deg. East 475 varas to a point for corner;
Thence South 45 deg. West 950 varas to a point for corner;
Thence North 45 deg. West 475 varas to a point for corner in the Northwest line of said Section 86; --- (cont'd. on reverse)

c. The fee simple title to such property will be shown vested in:

Albert H. Gerken and wife, Ruby M. Gerken

(Records now show title in see reverse hereof)

SECTION B

Schedule "B" of such policy will contain the following exceptions:

1. All restrictive covenants affecting the above described property but the Company guarantees that any such restrictive covenants have not been violated so as to affect, and that a future violation thereof will not affect the validity or priority of the mortgage hereby insured.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show. (May be deleted if Manual provisions concerning survey are complied with.)
3. Taxes for the year 1964 and subsequent years.
4. Thirty (30') ft. strip along the Southwest line which has been dedicated for use as a public road described in deed from C.W. Krause et al to Henry Gerken recorded in Vol. 103, Page 47, Deed Records, Fort Bend County, Texas.
5. Right-of-way described in instrument from Mrs. Ella Gerken et al to Fort Bend County Drainage District recorded in Vol. 332, Page 102, Deed Records, Fort Bend county, Texas. (cont'd. on reverse)

SECTION C

Matters affecting title to the hereinabove described property and other requirements and conditions which must be disposed of to our satisfaction at or prior to the date of the issuance of the above mentioned policy.

1. Execution, delivery and recording of proper and valid instrument or instruments vesting title in borrower and creating lien described above under Section A.
2. Any defect, lien, encumbrance, or other matter affecting the title to subject property or the lien to be insured, which may be filed or may arise subsequent to the date hereof.
3. Determination by us of owner's acceptance of any new construction or repairs, and payment of labor and material bills.
4. Payment to or for the account of the mortgagors of the full proceeds of the loan.
5. Payment to the undersigned company of its premium for title insurance and other proper charges incurred in connection with processing this matter.
6. Satisfactory evidence that restrictions or restrictive covenants have not been violated.
7.

This letter is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien, or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this letter and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

This letter shall be used only in connection with the above mentioned policy, by the addressee only, and in no event shall it be effective after thirty days from the date hereof.

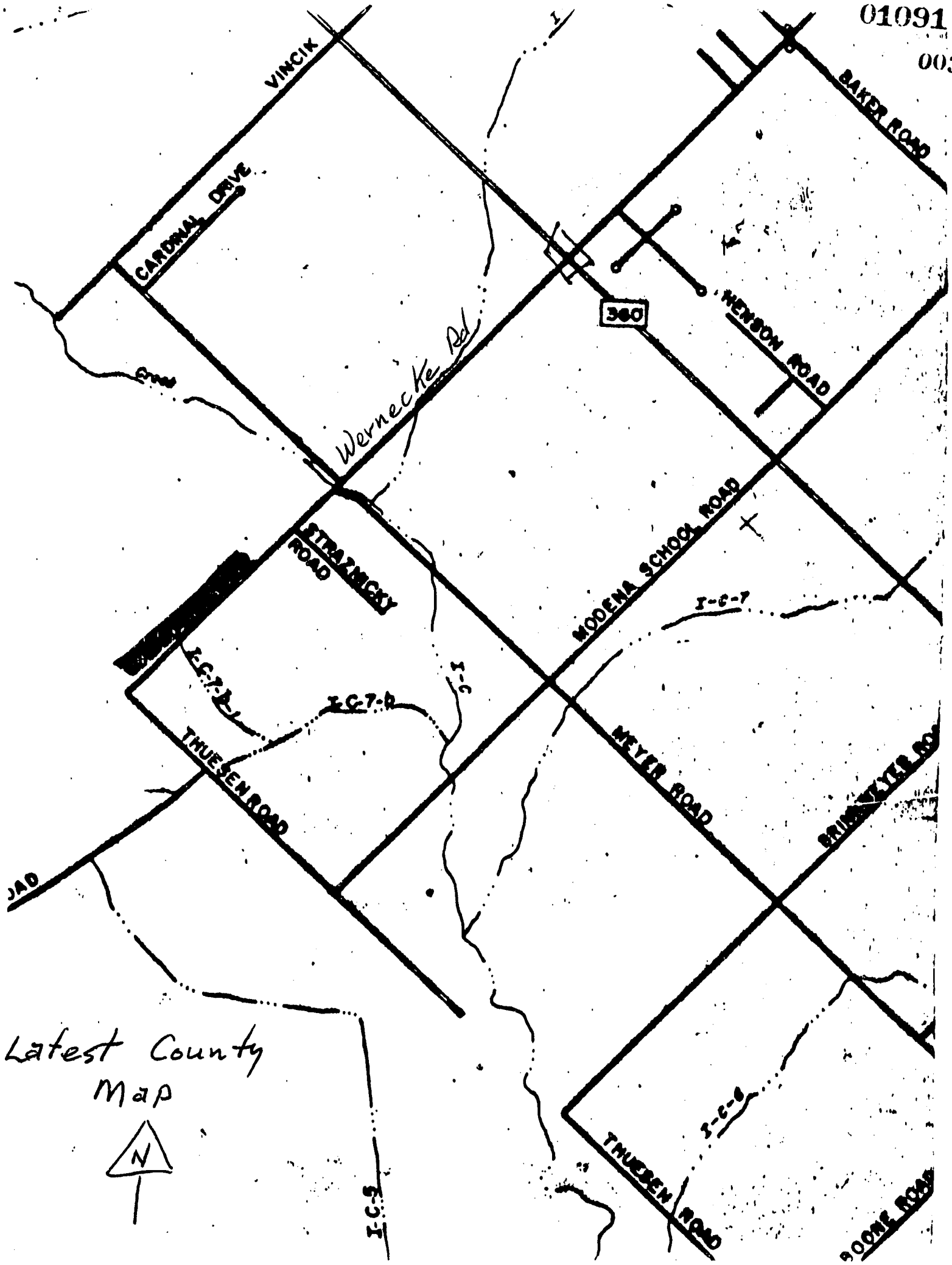
Very truly yours,

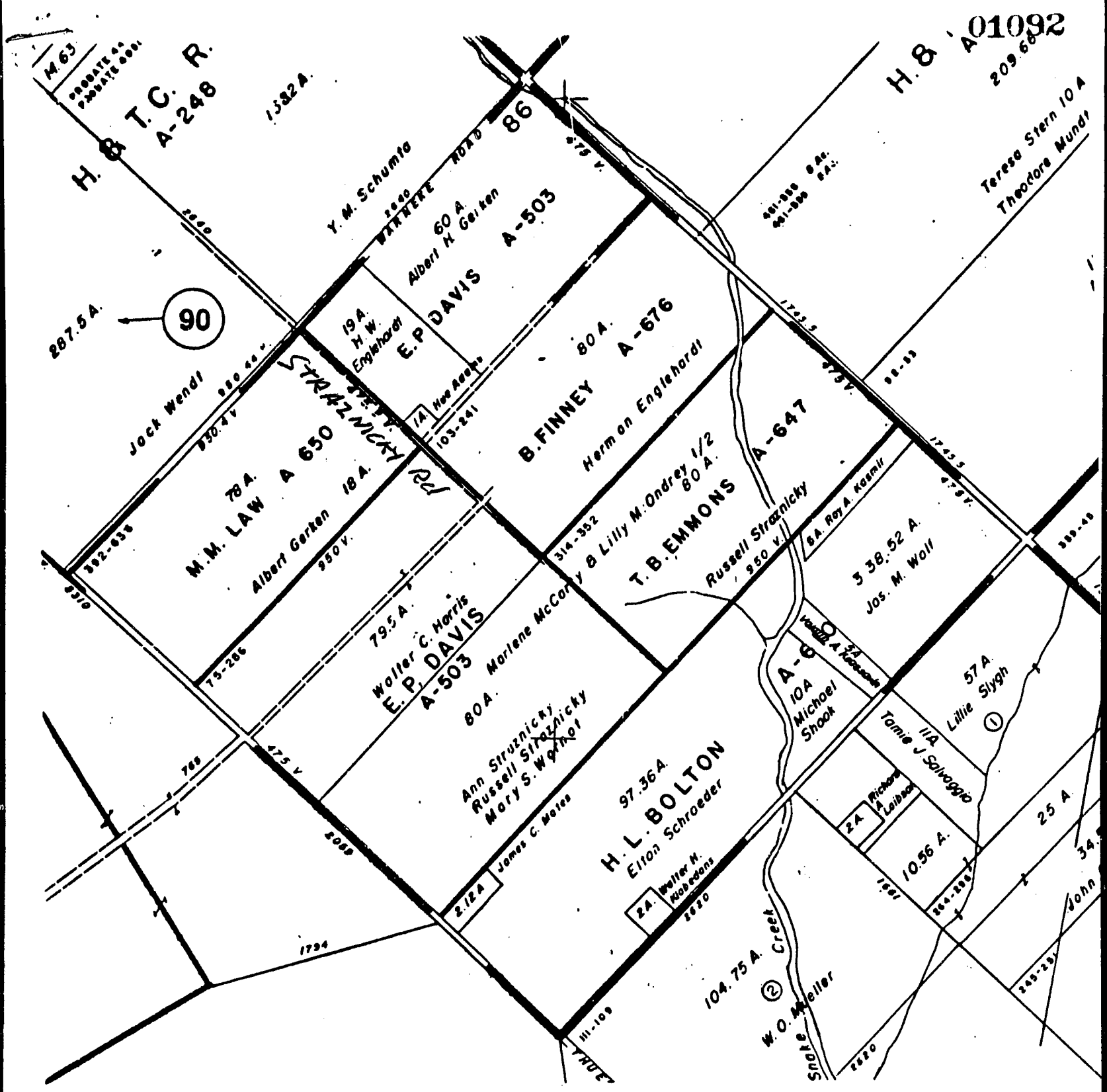
STEWART

TITLE GUARANTY COMPANY

By ROSENBERG ABSTRACT COMPANY
Agent

Authorized Signature


VINCIK
CARDINAL DRIVE
BAKER ROAD
360
HENSON ROAD
Wernecke Rd
STRAZNICKY ROAD
MODENA SCHOOL ROAD
I-C-7
I-C-7-B
I-C-7-A
I-C
THUESEN ROAD
MEYER ROAD
I-C-6
I-C-5
Latest County Map
N



1983
Zingery Map

N

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12-24-86 01093

To: Commissioners Court
(18) FT. Bend County

0032

Re: Straznicky Rd.

Petition

We the undersigned owners and/or heirs and/or Tenants and/or Travelers of Straznicky Road Object To Changing The name of said road.

	Name	Mailing Address
1	R. J. Straznicky	R1 Box 204 Beasley, Texas
2	Elsie Straznicky	R1 Box 204 Beasley, Texas 77417
3	Carrie Kolojaco	Rt 1 Box 186 Beasley Texas 77417
4	Raymond Kolojaco	RT 1 Box 186 Beasley, Texas
5	Gilbert Rosales	RT. 1 BOX 15 Guy Texas 77444 Tenants
6	Donna Oldmixon	P.O. Box 252 Needville, Tex 77461
7	Philip Oldmixon	Box 252 Needville Tx 77461
8	Marlene McCarty	P.O Box 252, Needville Tx. 77461 (Owner)
9	Lillie Mae Ondrey	Rt. 1. Box 58A, Rosenberg Tex 77471 (owner)
10	Dale C Kelley	2002 Jones Rosenberg Tx 77471 "
11	Lillie M Kelley	2002 Jones Rosenberg, Tx 77471 "
12	Carol J Dylla	Rt 1 Box 58A, Rosenberg Tx 77471 "
13	Mark K. Dylla	Rt. 1 Box 58A Rosenberg, Tx. 77471 "
14	Henry Ondrey	Rt 1 Box 58A Rosenberg Tx 77471 Owner
15	Russell S Ondrey	Rt 1 Box 58A Rosenberg Tx 77471 "
16	Eileen Ondrey	Rt 1 Box 58A Rosenberg Tx 77471 "
17	Patty Ondrey	1430 3rd Ave. N Texas City, Tx 77590
18	Henry Ondrey	1430 3rd Ave. N Texas City Tx 77590
19	Robert J Ondrey	Rt 1 Box 58A Rosenberg Tx 77471
20	W. A. Hindman	PO Box 934 Needville Tex 77461
21	Rosendo J. Rosales	Rt. 1 Box 15 Guy, Tx. 77444
22	Dominga G Rosales	Rt 1 Box 15 Guy, Texas 77444

PUBLIC NOTICES

NOTICE OF PUBLIC HEARING TO ESTABLISH AN OFFICIAL ROAD LOG FOR FORT BEND COUNTY, TEXAS AT 10:00 A.M. ON JANUARY 20, 1986

Pursuant to orders of the Commissioners' Court of Fort Bend County, Texas at its regular meeting of December 16, 1985, a public hearing to establish an official road log for Fort Bend County, Texas will be had at 10:00 A.M., January 20, 1986 in the Commissioners' Courtroom, Fort Bend County Annex, Richmond, Texas. A detailed description of such road log is open to the public for inspection during regular business hours at the office of the County Judge, the office of the County Commissioner of Precinct #1, the office of the County Commissioner of Precinct #2, the office of the County Commissioner of Precinct #3, the office of the County Commissioner of Precinct #4 and the office of the County Engineer.

The following is a general description of each road to be listed in such log:

Precinct #1

Non-Subdivision Roads:

Agnes
Ayala
Band
Beard
Benton
Berdett
Blidel
Blumie
Booth
Brumbelow
Bryan
Calvin
Caroline
Carroll
Cedar
Cemetery
Clark
Cottonwood
Cottonwood Church
Country Lane
Crabb River
Cummings
Danhouse
Davis Estate
Day
Double R. Lane
Emma
Fairchilds
Fairgrounds Rd.
Finney
Foster School Rd.
Gerken
Gless-Big Creek
Conyo
Gubbels
Hand
Hartledge
Hein
Hobizal
Hughes
Insurance
Janda
Jerry
Jeske
Jones River
J. U. Jones
Kamas Ln.
Kamas Ln. West
Kemp
Kneitz
Kimisu
Klauke
Klosterhoff
Koeblen
Kovar
Kroesche
Kunz
Lane Drive
Lou Edwards
Louis
Lubojacky
Macek
Magnolia
Maple
Megan
J. Meyer
A. Meyers
Mustang Ave.
Needville-Fairchild
N. Thompsons
Nowak
Oakwood
Oberrender
Old Needville-Fairchild
Payne
Peach Lane
Pecan
Peters
Peterson
Pine
Pine Meadows
Pittman
Pleak
Powerline
Providence
Psencik
Pulter
Rabbs Prairie
Ransom
Rawlings
Ray Allen
Reading
Reeh
Ricefield
Riggins
River Road
Roesler
Rohan
Rybak Rd.
Seabourne-Creek Lane
Sawmill
Scott Circle
Seiler
Selleh
Sims
Smithers Lake
Solomon
Spacek
Stavinoha/Vacek
Stephens Lane
Sycamore
Tara
Thompsons Oil Field
Tori
Twin Lane
Vacek
Vojt
Walsh
Wehrino

Subdivision Roads:

Baudet Dr.
Covell St.
Edgewood Dr.
Fourth St.
Gupton
Hinson
Joseph
Park
Plummer
Riveredge
Sheridan
Sims
Skinner
Strange
Fairchild Blvd.
Ironwood Lane
Arapahoe
Cherokee
Comanche
Epstein
Kiowa Dr.
Apache
Willoughby Dr.
Gettysburg
King
Natchez
Pickett
Sharpsburg
Shenandoah
Tara Drive
Zieglers Grove
Armadillo Rd.
Coon Dr.
Jackrabbie Rd.
Center St.
Deer Rd.
Squirrel Rd.
Hettie Rd.
Arrow
Buffalo
Custer Circle
Geronimo Lane
Navajo
Kildare
Meadowlark
Mockingbird
Meadow Bend Circle
Meadow Bend Drive
Meadow Bend Lane
Cotton Circle
Mulberry Circle
Pleak Crossing Rd.
Quebec Blvd.
Riverwood Dr.
Vancouver Blvd.
Winnipeg Blvd.
Blue Ridge Dr.
Gettysburg Dr.
Jeb Stuart Dr.
Jeff Davis Dr.
Kearney Dr.

Precinct #2 (Subdivision Roads - Continued):

Meadows Rd.
Michael Wayne
Jungman Rd.
Pecan Bend Rd.
Wind Mill Rd.
Lakeview Rd.
Deer Run Rd.
River Oaks Rd.
Squirrel Hollow
Meadow Bend Rd.
Oak Bayou Rd.
Oak Forrest Rd.
Oak Meadow Rd.
Kinser Rd.
Oak Forrest Dr.
Parr Ct.
Loyce Ln.
Dot Circle
Muegge Ct.
Manor Dr.
Santa Christi Dr.
Fern
Vine
Walnut Ave.
Mulberry Ave.
Teakwood Ave.
Cypress Ave.
College
Bryan
Ivy Ln.
Gardenia
Camillia
Quite Village Ct.
Quail Village Dr.
Village Trace Dr.
Dogwood
Redbud
Broadmore
Cottonwood
Tulip
Mistletoe Ln.
Althea
Redwood
Scarlet Dr.
Talisman Dr.
Nocturne Dr.
Victoria Dr.
Imperial Dr.
Linda Dr.
Caroline
Joe
Merrifield Dr.
Crescent Dr.
Broadmore Dr.
College Dr.
Virginia Dr.
Fairhill
Doreen Ave.
Bryan Ave.
Lilly St.
Verbena St.
Vermont St.
Daisy Ave.

PRECINCT #3

Non-Subdivision Roads:

Addicks-Clodine Road
Alice Foster St.
Alief-Clodine Rd.
Avenue E
Bar Rd.
Beadle Ln.
Beechnut Blvd.
Belknap Rd.
East Blake Rd.
West Blake Rd.
Boss Gaston Rd.
Bowen St.
Brand Lane
Brandt Rd.
Burney Rd.
Canal Rd.
Carolina Way
Cedar Rd.
Charles Lane
Christopher St.
Clay-Head Rd.
Clay Rd.
Clodine-Barker Rd.
Clodine-Reddick Rd.
Corbitt Rd.
Corine St.
Court Rd.
Crossover Rd.
Dairy Ashford Rd.
Dargill St.
Deborah St.
Deerwood Dr.
Dewberry Lane
Dora St.
Dulles Ave. (Lester Rd.)
Elks Dr.
Ennis Rd.
Farmer Rd.
Fifth St.
Florence Rd.
Fulshear-Gaston Rd.
Gaines Rd.
Gaston Rd.
Greenbusch Rd. North
Greenbusch Rd. South
Hartledge Rd.
Harlem Rd.
Hidden Lake Lane
Hillsman Rd.
Holmes Rd.
Horace St.
Hoyt Lane
Hunters Lane
Jo Ann St.
John Clapp Rd.
Karen St.
Katherine St.
Katy Rd.
Katy-Flewellen Rd.
Katy-Gaston Rd.
Lakeview Dr.
Moorefield Court
Swanfield Dr.
Denbridge Dr.
Royal Hill Dr.
Fair Oak Dr.
Willow Dr.
Oak Dale Dr.
Penwood Court
Fir Crest Court
Magnolia Court
Dove Country Dr.
Oak Dale Court
Pecan Drive
Myrtle Dr.
Brushy Creek Dr.
Pecan Point Dr.
Rifle Gap Lane
Highlands Dr.
Vince Bridge
Colonists Park Dr.
Cannon Pass Court
Big Horn Court
Fort Settlement Dr.
Riverside Dr.
Wellsworth Dr.
Keegans Wood Dr.
Wildwood Lake Dr.
Town Green Dr.
Prairie Oaks Dr.
Woodland Willows Dr.
Evergreen Place Dr.
Riverside Grove
Grand Faolis Dr.
Wildwood Glen Dr.
Bellaire Blvd.
Camino Del Sol Dr.
Los Altos Dr..
Navidad Dr.
Pasadero Dr.
Sierra Grande Dr.
Soledad Dr.
Soneto Dr.
Valinda Dr. West
Valinda Dr. East
Val Vista Dr.
Allende Dr.
Amargos Dr.
La Place Dr.
Lobena Dr.
Londress Dr.
Mesones Dr.
Sinaloa Dr.
San Lucas Dr.
Trabajo Dr.
Valinda Dr.
San Fable Dr.
La Place Ct.
Condessa Dr.
Zapata Dr.
Arista Dr.
Chelsworth Dr.
Knightsway Dr.
Tramore Dr.
Stanbridge Dr.
Broad Oaks Dr.
Deerwood Dr.
Meadow Way Circle
Oak Knolle Dr.
Riva Ridge Rd.
Rolling Oaks Dr.
Montesa Court
El Pico Dr.
Ensenada Dr.
Fresno Dr.
La Brea Dr.
Montesa Dr.
Petra Dr.
Sultana Dr.
Suspino Dr.
Via Della Dr.
Atascadero Dr.
Lindita Dr.
Barbarosa Dr.
El Sabio Dr.
Beechnut St.
Tamayo Dr.
El Capitan Dr.
Medio Dr.
Mondrian Dr.
Lindita Dr.
Vista Del Sol Dr.
Gloriets Dr.
Loma Puseno Dr.
San Cristobal Dr.
Sol-Ana Dr.
Valeta Dr.
Mission Green Dr.
Sugarwood Dr.
Creekside Dr.
Carriage Way
Raintree Dr.
Overland Pass Dr.
Fieldstone Dr.
Hodge Lake Lane
Deer Creek Dr.
Randon's Point Dr.
Stephen's Creek Lane
Stephen's Creek Court
Old Bridge Lane
Tory Hill Lane
Clark Tower Lane
New Village Lane
Old Village Lane
Old Towne Lane
Towneway Dr.
Village Point Lane
Kent Towne Lane
Towne Brook Lane
Clark Towne Rd.
Towne Tower Lane
Rose K...
Rustic Lane
Sabine St.
Sanders
Sartartia
Shady
Skinner Lane
Spencer
Sprain
Stanberry
Stephans
Sulak
Sulpher
Taylor Run
Terry Lane
Van Steinberg
Walker I
Walker Lane II
Wallis
Weeks
West Tavener
Williams Rd.
Winner-Foster
Zuckero

Subdivision Roads:

Chimneystone Circle
Frontier Dr.
Isaacks Way
Kitchen Hill Lane
Lively Lane
Northbound Settlers Way
Old Fort Rd.
Southbound Settlers Way
Stovepipe Lane
Whetrock Lane
Windmill St.
Arrowhead Dr.
Colonial Dr.
Colony Creek Dr.
Countryside Dr.
Edgewood Court
Edgewood Dr.
Green Fields Dr.
Hickory Run Dr.
North Blue Meadow Circle
Pecan Ridge Dr.
Planters St.
River Birch Dr.
South Blue Meadow Circle
Brookriver Court
Hillside Court
N'Bound Williams Trace
Pineleaf Dr.
S'Bound Williams Trace
Sunrise Court
Trail Creek Dr.
Trailside Court
Valley Field Dr.
Valley View Court
Williams Grant
Woodwick Dr.
Eagles Nest Acres Lane
Jacqueline
Cotton Mill Court
Deaf Smith Drive
Land Grant Court
Land Grant Drive
Landsdowne Dr.
Old Colony Court
Old Colony Dr.
Polley Court
Runaway Scrape Court
William Morton Dr.
Winston Homestead Dr.
Audubon Court
Land Grant Dr.
Land Mark Dr.
Legacy Court
Old Colony Drive
Pilgrimage Court
Settlers Court
William Morton Dr.
Austin Colony Dr.
Bent Creek Court
Carriage Court
Carriage Dr.
Colony Court
Cotton Court
Lively Court
Manor Court
Manor Dr.
Morton League Court
Morton League Rd.
Pitts Rd.
Plantation Dr.
Richmond Court
Richmond Dr.
Cobblestone Court
Confederate Court
Cottage Court
Fair Oaks Lane
Kingsmill Lane
Mayweather Lane
Morton League Rd.
Surrey Court
Wildwood Lane
Chippendale
Gainsborough Dr.
Hepplewhite Dr.
Pecan Hill Dr.
Pool Hill Rd.
Queen Anne Court
Sheraton Circle
Cypress Hill
Hodges Bend Circle
Hunters Locke
Rain Fall
Robinson Ferry
Shadow Creek
Union Chapel
Wagon Run
Water Rest
Williams Grant
Wind Fall

INVITATION TO BID

Sealed bids in duplicate, addressed to Pecan Grove Municipal Utility District will be received at the offices of Jones & Carter, Inc., 6335 Gulfton, Suite 200, Houston, Texas 77081, until 3:30 P.M., Tuesday, January 28, 1986 and then publicly opened and read for furnishing labor, material and equipment and performing all work required for the construction of: Water Plant No. 2 Expansion in Pecan Grove Municipal Utility District Fort Bend County, Texas. The work includes: 1)One (1) 426,000 gallon welded steel ground storage tank 2)One (1) 950 GPM booster pump 3)Package generating unit 4)All piping and control devices for a fully automatic water supply. A pre-bid conference will be held at the offices of Jones & Carter, Inc., 6335 Gulfton, Suite 200, Houston, Texas 77081 at 10:00 A.M. Tuesday, January 21, 1986. Attendance is not mandatory. Each bid must be accompanied by a certified or cashier's check for the sum of two percent (2%) of the amount of the maximum total bid. Certified or cashier's check must be made payable to Pecan Grove Associates. Plans, specifications, and bidding documents may be purchased in person at the offices of Jones & Carter, Inc., Consulting Engineers, 6335 Gulfton, Suite 200, Houston, Texas 77081, for the price of Forty Dollars ($40.00) per set. No refunds will be made. Said documents may be examined without charge at the offices of Jones & Carter, Inc., A.G.C., A.B.C., and F.W. Dodge Corporation. The Owner reserves the right to reject any or all bids and

CITATION

BY PUBLICATION

THE STATE OF TEXAS

TO MAREE SHANNON HICKS, Defendant, Greeting

YOU (AND EACH OF YOU) ARE HEREBY COMMANDED to appear before the District Court of Fort Bend County at the Courthouse thereof, in Richmond, Texas, by filing a written answer at or before 10 o'clock A.M. of the first Monday next after the expiration of forty-two days from the date of the issuance of this citation, same being the 3rd day of February A.D. 1986, to Plaintiff's First Amended Petition filed in said court, on the 15th day of November A.D. 1985. In this cause, numbered 48,116 on the docket of said court and styled THE GEORGE FOUNDATION, Plaintiff, vs GULF OIL CORPORATION, ET AL, Defendant.

A brief statement of the nature of this suit is as follows, to-wit SUIT ON DECLARATORY JUDGEMENT

If this citation is not served within ninety days after the date of its issuance, it shall be returned unserved.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

Witness. IRENE WLECZYK, Clerk of the DISTRICT Court(s) of FORT BEND

Issued and given under my hand and the seal of said court at RICHMOND, Texas, this the 19th day of December A.D. 1985

IRENE WLECZYK Clerk.

INVITATION TO BID

Sealed bids addressed to Pecan Grove Associates, will be received at the offices of Jones & Carter, Inc., 6335 Gulfton, Suite 200, Houston, Texas 77081, until 3:00 P.M., Tuesday, January 28, 1986, and then publicly opened and read for furnishing all plant, labor, material and equipment and performing all work required for the construction of: Water, Sanitary, and Drainage Facilities for Grove Section 8 in Pecan Grove Plantation. The work consists of approximately 6,700 linear feet of 4, 6, and 8 inch waterlines; 5,700 linear feet of eight-inch (8") sanitary sewer lines; and 4,400 linear feet of 24-, 30-, and 36-inch storm sewer lines, located in Pecan Grove Municipal Utility District, Fort Bend County, Texas. Each bid must be accompanied by a cashier's check for the sum of two (2) percent of the amount of the maximum total bid. Cashier's checks must be made payable to Pecan Grove Associates. Bid Bonds will not be accepted. Plans, specifications, and bidding documents may be purchased in person at the offices of Jones & Carter, Inc., Consulting Engineers, 6335 Gulfton, Suite 200, Houston, Texas, 77081 for a price of Thirty-five Dollars ($35.00) per set. No refunds will be made. Said documents may be examined without charge at the offices of Jones & Carter, Inc., A.G.C., A.B.C., and F.W. Dodge Corporation. The Owner reserves the right to reject any or all bids and waive any or all in

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Lockwood
Lockwood By-Pass
Longpoint
Wolfgang
Zamanek
Zunker
Pickett Dr.
Tara Plantation Drive
Shiloh
Stonewall Dr.

Precinct #2
Non-Subdivision Roads:

Altimore
Alton
Armstrong
Ash
Baker
Barek
Battle
Beard
Big Island
Billy Lane
Birdie Lane
Blackwood
Blaze
Boone
Brinkmeyer
Brown Lane
Buckhorn
Buffalo
Burnett
Bushnel
Cardinal Dr.
Chimney Rock
Cleo
Cleveland
Cloudt
Colony
Colorado
Cottonwood Church
Cow Creek Rd.
Dale Dodge Lane
Dallas Rd.
Danhouse
Darst Rd.
Dipple
Dipple-Lehman
Dove
G. Duty
Emerson
Isleib
Evelyn
Evergreen
Fenn Rd.
Fig
Finney
Foster School
Fritzelle
Galveston
Gaynor
Guttenberger
Hagerson
Hardin
Harris
Hartledge
Henson
Hicks
Hilltop
Horton
Houston
Huberneck
Hurta
Jasmine
Jerry
John Miller Rd.
Joyce
Juliff Manvel
Junker
Kanak
Kansas
Kentucky
King
Kurkendall
Knight
Knolle
Kocurek
Krueger
Kuntz
Laurel
Leon
Lum
Lyle
Mackhank
Main
Marek
Mark Terrace
Maroul
Marylin
Matilda
McFarland
McIntyre
McKeever
C. Meyer
Meyer
Meyer-Stienberg
Mildred
S. Miller
Miller
Mitchel
Modena School
Moody
Mueck
Muegge
Maill
Neal
Needville Rd.
Needville-Fairchild Rd.
Nordt
N. Teague
Nowotny
Old Needville-Fairchild Rd.
Padon
Palm (East)
Palmetto
Pleasant
Porter
Post
Post Oak So.
Powell Point
Quail
Raab
Rabbit
Randon School
Reager
Renfro
Rhoda
Rhonda
Ricefield
Richmond
Roberts Rd.
Robinowitz #1
Roesler Rd.
Rose
Routt Point Rd.
Rude
Rycade School Rd.
Sawmill
Schmidt
School St.
School Rd.
Schultz
Scott
Selig
Shenley
Short
So. Teague
Spell
Steffek
Straznicky
Sycamore (East)
Sycamore (West)
Taylor Run
Thompson Ferry
Thuesen
Trammel-Fresno
Vrlla
Vincik-Ehlert
Vlasta
Wadell
Warneke
Watts Plantation
West Dallas
West Palm
Westenfeld
West Houston
J. C. Wicks
Wicks
Will Lehman
Williams School Rd.
Willow
Wood
Zunker

Subdivision Roads:

Coen
Long
North Pine
South Pine
Compton
Dallas Ave.
Disney
Farmersville
Garland
Honey Grove
Houston Ave.
Ladonia
Maguire
Main
Macnicoll
Masterson
Benchmark Dr.
Gallery Ct.
Gold Bridge Ct.
Ruidosa Ct.
Santa Christi Dr.
Sentinel Dr.
Snow Flake Ct.
Sonata Ct.
Bluebonnett Dr.
West Dr.
Boyd Rd.
Marinwood
Tiburon Way
Sonoma Dr.
Petaluma Dr.
Bodega Dr.
Costa Mesa Dr.
Napa Vine Dr.
Calistoga Ct.
San Mateo Dr.
Novato Dr.
Maple
Hickory
Ash
N. Locust Dr.
S. Locust Dr.
Pecan
Cedar
Spruce
Elm
Mimosa
California Rd.
Maryland Rd.
Ohio Rd.
Pennsylvania Rd.
Illinois Rd.
Indiana Rd.
Ave. A
Ave. B
Ave. C
Ave. D
Alice
Edna
Louise
Inez
Lissie
Gettie
Laverne
Jan
Lola
Kim
Edie
Rita
Rosen Ave.
Berg Ave.
Texas Ave.
Belinda St.
Benny St.
Linda St.
Jerry St.
Judy St.
Alvin Rd.
Public Rd.
Clarence
Dolores
Emerold
Peridot Dr.
Steffek
Philip Evans Rd.
Phil's Ct.
Renie's Ct.
Meadow Lane
Morgan Ln.
Casey Ct.
Coco Rd.
Ellison Rd.
Knight Rd.
Max
Ludwig
Madden Rd.
Martinez St.
Mason Rd.
Maykirk St.
McCrary Rd.
McKaskle Rd.
McKinnon Rd.
Meadow Forest Lane
Meadow Lane
Morton Rd.
Moore Rd.
O'Brien Rd.
Old Richmond Rd.
Packer Ln.
Pecan St.
Precinct Line Rd.
Prairie Lane
Pumping Plant Rd.
Rastus St.
Richard St.
Richmond Gaines Rd.
Robertson Rd.
Robinson Rd.
Roesner Lane
Rosa St.
Roesner Rd.
Ruth St.
Saddlebrook Dr.
Saddlebrook Ct.
Saddlebrook Way
Saddlehorn Rd.
Saddlehorn Dr.
Saddlespur Ln.
Sams St.
Sam Brookins St.
Sandi Lane
Settegast Ranch Rd.
Skinner Lane
Skyview St.
Stafford Run St.
Stratmore Rd.
Sugar Land-Howell Rd.
Timothy St.
Tina Lane
Virginia Dr.
Voss Rd.
Wessendorff Rd.
West Hidden Lake Lane
Willow Lane
Winkleman Rd.
Winner Foster Rd.
Zindler Rd.

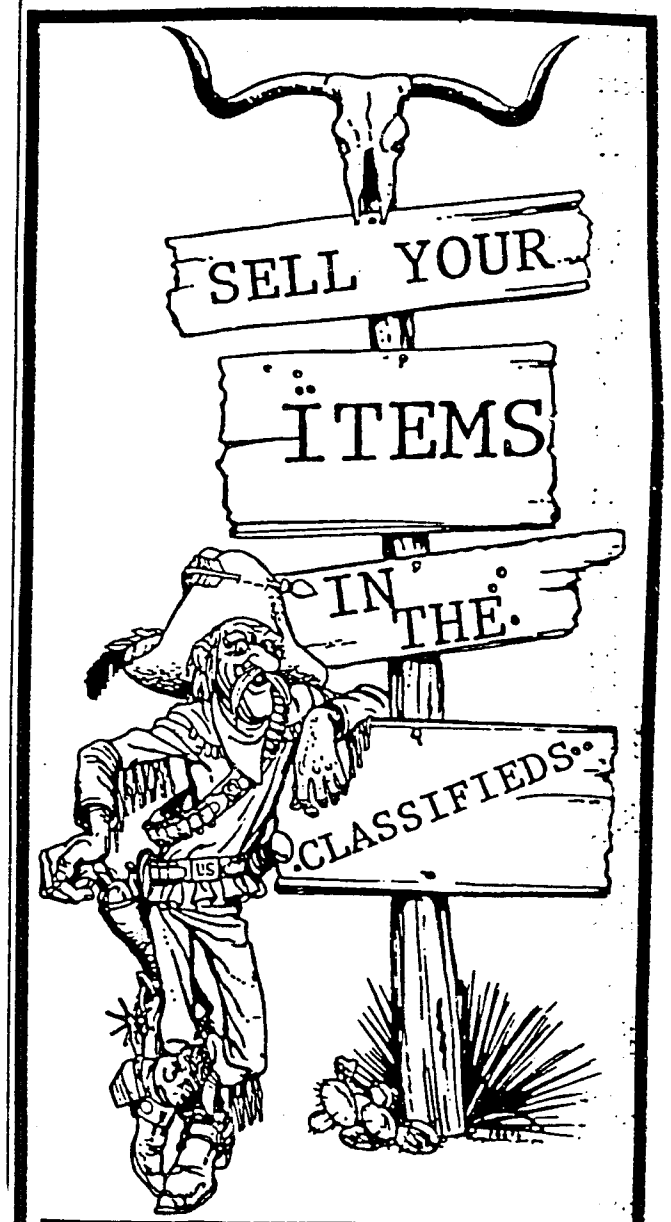
Subdivision Roads:

Castlemont Dr.
Chalford Dr.
Sawnfield Court
Lexham Dr.
Moorfield Dr.
Whitecross Dr.
Saville Court
Denbridge Court
Fitzroy Court
San Lucas Dr.
Estinoas Dr.
Alametos Dr.
Ferrara Dr.
Caracas Dr.
Tremendo Dr.
LaGloria Dr.
Cortes Dr.
Pastoria Dr.
Tetela Dr.
Mercado Dr.
Tierraverde Dr.
Alegria Dr.
Sorbete Dr.
Candella
Costero
Santa Rita Dr.
Paso Hondo Dr.
Paso Del Sol Dr.
La Violetta Dr.
San Dario Dr.
El Cresta Dr.
Empanda Dr.
Via Real Dr.
Conta Calle Dr.
Sierra Valle Dr.
La Granda Dr.
Mira Monte Dr.
Empanda Dr.
Rio Del Sol Dr.
Espinosa Dr.
Navidad Rd.
Paso Dobble Dr.
Zapata Dr.
La Veoletta Dr.
Soledad Dr.
Son Davio Dr.
Pheasant Creek Dr.
Rippling Mill Dr.
Dutch Ridge Dr.
Grind Stone Lane
Aprilmont Dr.
Limeshade Lane
Cobbleridge Dr.
Ribbon Ridge Dr.
Red Gully Dr.
Winnstream Dr.
Radcliff Dr.
Blue Mist Dr.
Blue Mist Ct.
Amber Ridge Dr.
Slippery Rock Dr.
Dusty Mill Dr.
Slippery Rock Ct.
Delbarton Dr.
Earlswood Dr.
Knightsway Dr.
Charlmont Dr.
Chesney Downs Dr.
Sebastion Dr.
Starbridge Dr.
Woodleigh Dr.
Kirby Dr.
Hydethrope Dr.
Heatherly Dr.
Townewest Blvd.
Ripplewave Dr.
Cedartowne Lane
Templar Lane
Towne Oak Lane
Southline Rd.
Overview Dr.
Paintrbush Lane
Limewood Lane
King Ranch Lane
OuietTown Lane
Branchwster Lane
Odessa Rd.
Permian Dr.
Westedge Dr.
Spanish Grant Dr.
Gulfstream Lane
Bernardo Lane
Stockman Lane
Townhall Lane
Quail Ridge Lane
Town Square Rd.
Richtown Lane
Tahoka Lane
Long River Dr.
Bell Towne Dr.
Townemist Dr.
Townemist Court
Hollow Canyon Dr.
Towneway Dr.
East Creek Dr.
Panhandle Dr.
Long River Circle
Long River Court
West Edge Drive
Hollow Canyon Court
Gulfstream Lane
Gulfstream Court
Rancho Bernardo Lane
Penton Dr.
Alderwick Dr.
Walbrook Dr.
Hobart Dr.
Willow Bend Dr.
Bridal Wreath Lane
Birch Glenn Lane
Cypress Green Dr.
Mimosa Lane
Mimosa Circle
Silverbelle Court
Silverbelle Lane
Woodsedge Dr.
Cedar Creek
Dogwood Trail
Dogwood Trail Circle
Holly Valley Lana
Willow Way
Cherry Ridge Road
Cherry Ridge Circle
Hickory Hollow Lane
Linden Lane
Old Oak Rd.
South Dogwood Circle

PRECINCT #4
Non-Subdivision Roads:

Albert Marek Rd.
Antone Stade Rd.
Arnie Rd.
Ash
Avenue E
Ayler
B
B. J. Dusek
Baker
Battle
Beasley
Behrens
Blaisdale
Bohacek
Bois D'Arc
Boothill
Bowser
Buls
Carlos
Cay
Country Lane
County Lane
Cris
Cummings
Daily
Doris Rd.
Drachenberg
Dyer
Engle
Evans
Fort Bend Line Rd.
Fulshears Farms Rd.
Gajesky
Gin
Grunewald
Guyler
Hamlink
Hannibal
Harlem
Herman Sulak Rd.
Hopkins
Hughes
Huntington
Jackson
James Lane
Jap Rd.
Joerger
Johnson Rd.
K
Kacel
Karle
Kibler
Kovar
Koym
L. W. Cummings Rd.
Lehmann
Levee
Long Lane
Macha
Magnolia Ave.
Marick
McCrary
Melody Lane
Moore
Mullins-Reynolds
Nails
Oak Lane
Oilfield
P
Patton
Penny Lake Dr.
Pilcik
Pitta
Polak
Pool Hill Rd.
Powell Point
Prairie
Randon
Randon School Rd.
Red Bird Lane
Reinecke
Richmond Foster
Robinowitz 2
Rogers
Roper

bids are opened. (SEAL)



Herald Coaster
Fort Bend's Daily Newspaper
232-3737

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 26th day of January, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge [signature]

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 [signature]

Commissioner, Precinct 4 [signature]

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

Joyce Tompkins
County Auditor

Date: 1-26-87

Time Reconvened: _____

Time Adjourned or Recessed: 2:00 pm

PUBLIC HEARING

NATIONAL FLOOD INSURANCE PROGRAM

JANUARY 30, 1987

BE IT REMEMBERED That on this 30TH day of JANUARY, 1987 Commissioners' Court of Fort Bend County, Texas held a PUBLIC HEARING on the NATIONAL FLOOD INSURANCE PROGRAM 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:

The following people spoke in FAVOR of the National Flood Insurance Program:

HOAGON POWELL - Village of Pleak
JOHN LOBERG - Lexington Development
RON MCMANN, JOHN WILSON and STAR ROBINSON - Hartledge Rd., Prct.#1
JOHN MIKELSON - Johnson Corp.-Tend Maker, Inc. spoke in favor and also presented letters from his clients who were in support of the program.
HARRY WALKER - Grand Mitchell Developer, Clodine area
DON VAN SICKLE - First Colony L.I.D., is in favor of the county being the one to provide the insurance because his area is divided into two and not all can get the flood insurance. The unincorporated areas can not participate.
MIKE RENGEL - Espey Huston, is preparing the drainage criteria manual for the County and is in favor of the program.
BILL McCLELLAN - is in favor so that unincorporated areas may join.
JOHNNIE WLECZYK
BENNIE ROSS - Contractor
HOLLY HUBENAK - in favor of program, more Federal Grant loan assistance would be available

The following spoke AGAINST the National Flood Insurance Program:

C.E. MYSKA - is against this program, he is in favor of the people wanting flood insurance but feel troublesome of this law. He feels its a Federal Land Use Control Law - it would be unfair for the federal government to directly zone our property. The landowner loses his property without compensation. The property is lost thru zoning and not condemnation. Cited cases now pending in the Supreme Court.

Stanley Kucherka informed the public he had maps for the public and could obtain a copy from his office.

Mr. Kucherka summarized what the insurance will involve and what the chances are of it passing. He spoke of problems Brazoria County is now facing.

Public Hearing adjourned at 7:47 p.m. Friday, January 30, 1987.

JAN 30
7PM

01098

SPEAKER SIGN-IN

0032

SIGN IN ONLY IF YOU WISH TO SPEAK

NAME (PRINT)	TOWN
1. HORGAN POWELL ✓	PLEAK
2. C. E. Myska	Richmond
3. John Michelson Jr	Sugar Land
4. JOHN LOBERG	" "
5. Donald Vanderbilt	—
6. H. G. Reynolds	Fairchilds
7. Sam Kuse	
8. Alvin Hubenac	Plesic
9. Hilario Nevino	Pleak
10. Sid Carson	
11. Walt Pumphrey	Pleak
12. Leonard Meinkowsky	Rosenberg
13. Bon & Margrit McMann	Rosenberg
14. Bennie & Jackie Rose	"
15. Ed P. Odom	Katy
16. Harry Walker	Mo City
17. Pat Shirk	Richmond
18. Emil Oberhelt	Richmond
19. Robert Smyka	Rosenberg
20. Stan Rohrman	Rosenberg
21. John Wilson ✓	Rosenberg
22. ~~GORDON SPARKS~~	
23. MIKE RENGEL	ESPEY HUSTON

Hanna Johnson	Richmond
Dean Henning	Pleak area
MIKE RENGEL	ESPEY, HUSTON
Mr + Mrs Mellon A. Lance	Pos-
Mr + Mrs. Jerry Dame	Pleak -
DOUGLAS H. HUMME	FIRST COLONY

1/30/87

Present: BL
AP
JS
BD
JP

Public hearing on the National Flood Insurance Program

Convene 7:05 -- Jodie addressed the public

1- Hoagan Powell - Village of Pleak - in favor

2- John Loberg - Lipington Development - in favor.

3. Ron McMann - Hartledge Rd - Pct 1 - in favor
4. John Wilson " " " "
5. Star Robinson " " " "

6. John Mikelson - Johnson Corp - Lend Maker, Inc. delivering letters for himself and his clients to show their support in joining the program

7. C. E. Myska - against -
in ~~favor~~ agreement of people wanting flood
~~[illegible]~~ feels troublesome of this he law. insurance but ~~the law is~~ feels its a Federal
Land Use Control ~~Use~~ Law - it is
unfair for the federal government to directly
zone our property. The landowner
loses his property without compensation.
The property is lost thru zoning
and not condemnation.
Cited cases now pending in the Supreme Court

8.
Harry Walker - Grand Mitchell - Developer
Clodine area - in favor

9 Don Van Stickle - First Colony Imp. Level
district - in favor -
In favor of the county being the one to provide
the insurance because his area is
divide into two ~~areas~~ and not all
can get the flood insurance. The un-
incorpated areas can not participate

10. Mike Rengel - Espey Houston - in favor
preparing a drainage criteria manual for
the ~~council~~. County

~~The standards~~

McClellan

McClellan

11. Bill McClure - in favor
so unincorpated may join

12. Stanley Kucherka ~~summarized~~ informed the public he had map for the public and if they would like to come by his office they may obtain additional copies

~~Question~~

13. ~~Question was asked for Mr. Kucherka~~
~~Margaret Williams and~~
~~asked~~ Mr. Kucherka to ~~explain~~ summarized and answered questions ~~about the~~ flood insurance

what the insurance will involve ~~and~~
what the chances it will pass.

~~Margaret Williams asked Mr. Kucherka~~
~~to~~ if he
about the Brazoria County problem.

14. Johnnie Wleczyk, in favor

15 Bennie Ross - Contractor - in favor

16. Hollie Hubenak - in favor - Federal Granted Loan assistance program available VA-FHA financing ~~and~~ small business assistance programs available.

17: Closing comments by Jodie

Adjourned 7:47

THE JOHNSON CORPORATION

January 29, 1987

The Honorable Jodie Stavinoha
Fort Bend County Judge
P. O. Box 368
Richmond, Texas 77469

RE: National Flood Insurance Program:

Dear Judge Stavinoha:

The Johnson Corporation as a developer and property owner in Fort Bend County is in support of a flood insurance program in Fort Bend County. We have supported your efforts to establish Flood Plain elevations which were different from the elevations proposed by the Federal Emergency Management Agency. We feel a national flood insurance program can be very beneficial to the property owners of Fort Bend County.

I apologize for my inability to attend the Public Hearing to be held on Friday, January 30, 1987. I will be glad to participate in any future efforts to support this program in Fort Bend County.

Sincerely,

Bill Frey (sjm)

Bill Frey
Vice-President

BF:sjm

cc: Stanley Kucherka

1300 Post Oak Boulevard, Suite 1800, Houston, Texas 77056
713/960-9001

01105

THE JOHNSON CORPORATION

0032

January 30, 1987

Judge Jodie Stavinoha
500 Jackson
Richmond, TX 77469

Dear Judge Stavinoha:

Please be advised that I, as Project Manager of the Sienna development, are in full support of your efforts to establish a flood insurance program in Fort Bend County. I believe this national flood insurance program will demonstrate dramatic positive results for property owners in Fort Bend County.

In the event that I am unable to attend this evening's public hearing, please feel free to express my support for the "record".

Sincerely,

Doug Konopka
Vice President

cc: Stanley Kucherka

1300 Post Oak Boulevard, Suite 1800, Houston, Texas 77056
713/960-9601

01106

THE JOHNSON CORPORATION 0032

January 30, 1987

Judge Jodie Stavinoha
500 Jackson
Richmond, TX 77469

Dear Judge Stavinoha:

Please be advised that I, as Project Manager of the Sienna development, are in full support of your efforts to establish a flood insurance program in Fort Bend County. I believe this national flood insurance program will demonstrate dramatic positive results for property owners in Fort Bend County.

In the event that I am unable to attend this evening's public hearing, please feel free to express my support for the "record".

Sincerely,

Doug Konopka
Vice President

cc: Stanley Kucherka

1300 Post Oak Boulevard, Suite 1800, Houston, Texas 77056
713 960-9001

01107

THE JOHNSON CORPORATION 0032

January 29, 1987

The Honorable Jodie Stavinoha
Fort Bend County Judge
P. O. Box 368
Richmond, Texas 77469

RE: National Flood Insurance Program:

Dear Judge Stavinoha:

The Johnson Corporation as a developer and property owner in Fort Bend County is in support of a flood insurance program in Fort Bend County. We have supported your efforts to establish Flood Plain elevations which were different from the elevations proposed by the Federal Emergency Management Agency. We feel a national flood insurance program can be very beneficial to the property owners of Fort Bend County.

I apologize for my inability to attend the Public Hearing to be held on Friday, January 30, 1987. I will be glad to participate in any future efforts to support this program in Fort Bend County.

Sincerely,

Bill Frey (sjm)

Bill Frey
Vice-President

BF:sjm

cc: Stanley Kucherka

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 87.

STARTING WITH
FILM CODE NO. VOL.32 PG.917

ENDING WITH
FILM CODE NO. VOL.32 PG.1107

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

COUNTY COURT OF FORT BEND COUNTY, TEXAS

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF MARCH, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 1108.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

Agenda
Fort Bend County Commissioners Court
Courthouse Annex, Richmond, texas
Regular Session
Monday, February 2, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 26, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Review fee officers' monthly reports.

6. Mr. Roman Bohachevsky, County Librarian, re: accept donation of silver coffee service from the Women's Club of Rosenberg.

7. Consider setting a public hearing to install a traffic control device on Harlem Rd. at T.D.C. Jester Unit.

8. Consider approval of interlocal agreement with City of Missouri City in Precinct 3.

9. Authorize hiring soils engineer for tests on new landfill property.

10. Consider an application from Vantage Properties to lay a water line under Williams Trace Blvd. & sewer lines under Settlers Way Blvd. in Precinct 3.

11. Consider an application from Fort Bend Telephone Co. to lay cable under and along Lake View Dr. in Precinct 2.

12. Advertise for bids for the following: (1) Purchase and installation of 1,000 gallon grease trap for the Jail; (2) Pickup trucks; (3) Crawler tractor with blade and controls for operating scraper; (4) Storage building for Precinct 1 maintenance facility and FBC

13. Consider approval of interlocal agreement with Jackson County for the housing of juveniles.

14. Accept bids for the following: (1) Two or more new 12-14 yard dump trucks (#86-128); & (2) Three or more new 6-8 yard dump trucks (#86-129).

15. Meet in Closed Session to discuss land matters as authorized by Art. 6252-17, Sec. 2 (f), V.T.C.S., and take action, if necessary.

16. Approve bills.

17. 1:30 p.m. - Open bids for the following: (1) Road striping of Fort Bend County roads (#87-12); & (2) Purchase of one or more new flat bed dump truck, 28,000 GVWR min. with or without trade-in (#87-13)

18. Adjournment.

FILED FOR RECORD
NO. ____ TIME 2:55 A.M. P.M.

JAN 29 1987

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

County Clerk, Fort Bend Co., Tex.

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 29, 1987 at 3:05 p.m. by D. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 2ND day of FEBRUARY 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3

With Judge Stavinoha and Commissioner Lutts absent for vote.

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF JANUARY 26, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 26, 1987 with corrections to #8 & #11 on page 2.

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 approve line item transfer for CONSTABLE PRECINCT #1. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel with the exclusion of JUSTICE OF PEACE, PRECINCT #2, PLACE 1 and PLACE 2, and COUNTY COURT-AT-LAW #2.; (Recorded in minutes in full)

COMMISSIONER, PRECINCT #1,#2 & #3
268TH DISTRICT COURT
DISTRICT CLERK
COUNTY EXTENSION SERVICE
SHERIFF

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to to approve fee officers and non-fee officers monthly report for NOVEMBER & DECEMBER 1986 as presented by County Auditor. (Recorded in minutes in full)

6. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: ACCEPT DONATION OF SILVER COFFEE SERVICE FROM THE WOMEN'S CLUB OF ROSENBERG:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donation of silver coffee service from the Women's Club of Rosenberg, valued at $400.00.

Held until next Monday on page

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Constable Pct. 1 DEPT. 0023 LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1010 Property & Equipment	$25,000.00	$24,500.00	($500.00)
1062 Office Supplies	2,500.00	2,000.00	(500.00)
4011 Uniforms	1,500.00	1,000.00	(500.00)
7019 Repairs & Main.	4,000.00	3,700.00	(300.00)
3020 New line Item for Rental	-0-	1,800.00	1,800.00

DATE: 1-23-87

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

[signature]
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

4

01111

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied ~~by the following persons~~

Johnnie Pustka only

Period: Date of Departure February 24, 1987

Date of Return February 26,1987

Purpose of Trip: to attend 29th Annual Conference Texas A & M University, County Judges nd Commissioners Association

Places to be Visited: College Station

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

January 30,1987
Date

Commissioner - Pct.#1
Title

* *

Approved: Commissioners' Court

~~County Judge~~ Com.

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01112

0032

COUNTY OF FORT BEND

RECEIVED
JAN 29 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

A. I. Jebbia & Wesley Oberhoff

Period: Date of Departure February 3, 1987

Date of Return Febryary 6, 1987

Purpose of Trip: Industrial Vegetation Management Association, Inc.

Places to be Visited: Irving, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County ~~Automobile~~

Ben G. Denham Name

January 26, 1987 Date

Commissioner Precinct 2 Title

* *

Approved: Commissioners' Court

County Judge

emergency

Approved 2-2-87 Date

Commissioner Pct 2

JPD

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01113

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
JAN 29 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ben G. Denham & Patsy Sapp

Period: Date of Departure February 17, 1987

Date of Return February 19, 1987

Purpose of Trip: Emergency Management Annual Conference

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Automobile

Ben G. Denham
Name

January 26, 1987
Date

Commissioner Precinct 2
Title

* *

Approved: Commissioners' Court

John Prutko, Com.
~~County Judge~~

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01114
0032

RECEIVED
JAN 29 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied ~~by the following persons~~

Alton B. Pressley

Period: Date of Departure February 24, 1987

Date of Return February 26, 1987

Purpose of Trip: ~~XXXXXXXXXXXX~~ attend 29th Annual Conference Texas A & M University, County Judges and Commissioners Association

Places to be Visited: College Station

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Alton B Pressley
Name

January 28, 1987
Date

Commissioner - Pct. #3
Title

* *

Approved: Commissioners' Court

John Pressley, Com
~~County Judge~~

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01115
0032

RECEIVED
JAN 29 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure February 10, 1987

Date of Return February 13, 1987

Purpose of Trip: Judicial Conference

Places to be Visited: Huntsville, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

January 27, 1987
Date

Judge, 268th Judicial District Court
Title

* *

Approved: Commissioners' Court

~~County Judge~~ Com.

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01116

0032

RECEIVED
JAN 29 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied ~~by the following persons:~~

Alton B. Pressley

Period: Date of Departure June 17, 1987

Date of Return June 19, 1987

Purpose of Trip: attend South Texas County Judges and Commissioners Association Annual Conference

Places to be Visited: Houston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Alton B Pressley
Name

Date

Commissioner-Pct. #3
Title

* *

Approved: Commissioners' Court

John Pustka, Com.
~~County Judge~~

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01117
0032

RECEIVED
JAN 27 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Janice Wile

Dorothy Baca

Period: Date of Departure February 6, 1987

Date of Return February 6, 1987

Purpose of Trip: Area meeting for County & District Clerks. Important Legislation to be presented & changes in some of laws.

Places to be Visited: Livingston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Car.

Gloria Ketelsen
Name

1-27-87
Date

District Clerk
Title

* *

Approved: Commissioners' Court

John Prestha Com.
~~County Judge~~

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

RECEIVED
JAN 26 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 2-10-87

Date of Return 2-13-87

Purpose of Trip: J. P. School

Places to be Visited: San Antonio, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Gary Trulock
Name

1-23-87
Date

Justice of the Peace, Pct. 2, Pl. 2
Title

* *

Approved: Commissioners' Court

John Preston, Com.
County Judge

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 27 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

one person to attend: Lieutenant Don Martin

Period: Date of Departure 2/17/87 am

Date of Return 2/18/87 pm

Purpose of Trip: attend Texas Commission on Law Enforcement Officer Standards & Education Workshop

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) county car

Name

1/27/87
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
JAN 28 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

P. Johnnie Cooper

Period: Date of Departure February 24, 1987

Date of Return February 25, 1987

Purpose of Trip: County Judges and Commissioner's Conference

Places to be Visited: College Station

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

Name

January 27, 1987
Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

~~County Judge~~ Com.

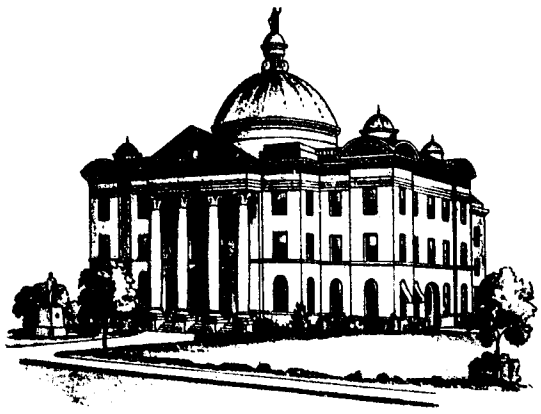
2-2-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

(5)

Co Clk 01121

0032



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

Janurary 26, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of November 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

If the Court concurs, the following order might be adopted:

Moved be 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 November 1986 be approved as recommended by the County Auditor in her letter of January 26, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
LAIDLAW ~~G.H. Hart~~, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterlng Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

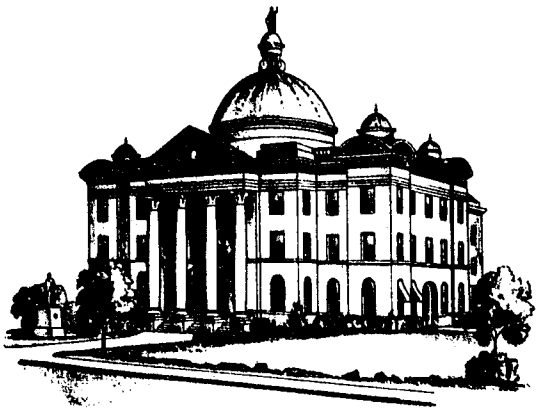
AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

FOR THE MONTH OF NOVEMBER, 1986

CHILD SUPPORT	684.00
HEALTH AND SANITATION	807.00
AMBULANCE	6,847.81
ANIMAL CONTROL	2,695.00
SANITARY LANDFILL	99,815.77
LIBRARIES	2,343.55
INDIGENT CARE	206.00
FAIRGROUNDS	3,710.50
ADULT PROBATION (FUND 99)	33,874.00
JUVENILE PROBATION	1,153.00
COUNTY ENGINEERING (Inspection Fees)	180.00
BAIL BOND BOARD	1,000.00
TOTAL FOR THE MONTH	153,316.63



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 26, 1986

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of November 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

If the Court concurs, the following order might be adopted:

Moved be Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of November 1986 be approved as recommended by the County Auditor in her letter of January 26, 1987.

William Meitzen, District Attorney
Diane Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wleczyk, District Clerk
Guss George, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

FEE OFFICERS REPORT TO COMMISSIONERS COURT
FOR THE MONTH OF NOVEMBER, 1986

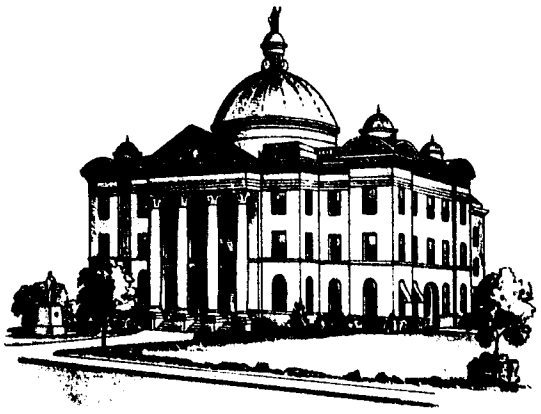
OFFICER	GROSS	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge		1,042.50			1,042.50
County Clerk					
Civil					
Criminal		66,062.25	19,161.75	17,565.50	102,789.50
District Clerk					
Civil					
Criminal		24,324.00	2,465.00	20,643.92	47,432.92
Tax Collector		99,906.08			99,906.08
District Atty.		2,800.51			2,300.51
Sheriff					
Civil	1,755.41				
Criminal	3,618.00	5,604.41		27,466.00	33,070.41
J.P. #1					
Civil	175.00				
Criminal	7,235.50	11,234.50		271.50	11,506.00
J.P. #2-1					
Civil	293.00				
Criminal	2,396.25	4,188.25		863.00	5,051.25
J.P. #2-2					
Civil	29.00				
Criminal	7,343.50	7,483.50		3,495.00	10,978.50
J.P. #3					
Civil	258.00				
Criminal	1,981.45	4,903.45		399.55	5,303.00
J.P. #4					
Civil	84.00				
Criminal	4,161.05	6,541.05		167.95	6,709.00
Constable #1		2,311.06			2,311.06
Constable #2		2,330.00			2,330.00
Constable #3		6,263.20		17,767.05	24,030.25
Constable #4		2,575.00			2,575.00
TOTAL		247,569.76	21,626.75	88,639.47	357,835.98

* County Revenues deposited into the General Fund.

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A., Sheriff, Constable, Animal Control; State Comptroller, Court Taxes, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and also will be reported on the annual report.

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

Janurary 26, 1987

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 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recomaend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

If the Court concurs, the following order might be adopted:

> Moved be 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 December 1986 be approved as recommended by the County Auditor in her letter of January 26, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
LAIDLAW ~~G.H. Hart~~, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterlng Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

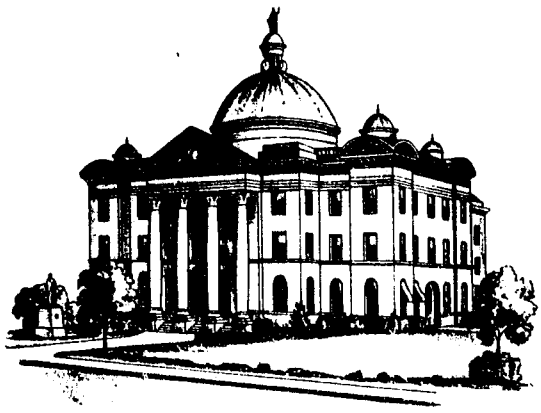
AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

FOR THE MONTH OF DECEMBER, 1986

CHILD SUPPORT	615.00
HEALTH AND SANITATION	1,711.00
AMBULANCE	8,481.54
ANIMAL CONTROL	2,427.00
SANITARY LANDFILL	114,468.84
LIBRARIES	2,672.02
INDIGENT CARE	122.00
FAIRGROUNDS	1,932.50
ADULT PROBATION (FUND 99)	35,148.52
JUVENILE PROBATION	3,277.82
COUNTY ENGINEERING (Inspection Fees)	130.00
BAIL BOND BOARD	0.00
TOTAL FOR THE MONTH	170,986.24



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 26, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of December 1986. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

On the final audit and inventory of Irene Wleczyk, District Clerk the Trust Fund Account was found to be overstated. This was reconciled and balanced to the bank account by her staff. New procedures have been implemented to be sure that the docket book totals reconcile to the bank statement. In the past the bank statement has been reconciled only to the checkbook stub, however this did not represent the the total amounts in trust according to the docket books. The final audit of the Fee Officer Account Fund has not yet been completed, however we believe that the balances submitted by her staff fairly represent the amounts held in deposits for costs and total amounts collected for December, 1986. A separate ledger for the new District Clerk has been started pending verification of the fund balance at which time the accounts for the District Clerk will be consolidated. The inventory was found to be in order and the transition was finalized pending the final audit of the Fee Officer Account and Glory Ketelers assumed the position of District Clerk.

The final inventory of William A. Meitzen, District Attorney has not yet been conducted in order to create new locations for the District Attorney's offices. The DA's staff conducted an inventory and coded each item with the new location categories and this is being re-keyed into the computer in order to get a printout by location which will then facilitate taking the inventory. This was agreed upon by both Sam Dick and Bill Meitzen's representatives. It appears at this time from the staff's inventory that everything is present and accounted for. The transfer of the D.A. Bad Check Account and the Investigative Account was observed and the transition was made pending the inventory.

In the final audit and inventory of Justice of the Peace Mary Ward everything was found to be in order, in balance and the inventory was located and accounted for. The transition was finalized and Gary Geick assumed the position of Justice of the Peace Pct 1 in a most amicable and favorable atmosphere.

During the final inventory of Constable Pct 1 Henry Hejl several items including radars and hand held radios were not found on the official inventory of the County because they were donated items which the constable said were personally donated to him as Constable. Also found was a large, two tier, four door wood storage cabinet which resembled other cabinets built for the County by the Building Maintenance Department which

Constable Hejl said was his personal property because he purchased the material for it and Building Maintenance staff built it. It was not determined if this cabinet was built on County time but it was built by Building Maintenance staff. However Constable Hejl said that he was donating it to the County.

On cash count the cash on hand balanced to the receipts and when asked if there was any more cash in the office the response was "no". However the following day the clerk called and said that they found more cash in envelopes in a filing cabinet which represented partial payments on writs of executions, a practice which is against accounting procedures and which was previous brought to the constable's attention. This went unrecognized because these funds were not being receipted on offical receipt books and the funds were never deposited into the Fee Officer Account nor were his writs brought to this office for auditing and approval. This too was previously brought to the attention of the Constable.

A seach through Commissioner's Court minutes revealed that only two automobiles were formally presented as a donation to commssioners court and later a letter from Tom Herfort clarified that the items were donated to the Constables department and not personnaly to the Constable and were presented before Commissioners' Court by the Constable Roden.

The proper procedures were discussed with Constable Roden and he presented an idea for an Official Fort Bend County Constable's Receipt to be used when collecting writs of execution on the field and at auctions in an effort to prevent any further unreported collections. His receipt was modified and approved and is to be implemented for use by all Constables as the prescribed procedure for the collection of writs and other restitution by Constables in Fort Bend County.

The inventory was completed and the transition was finalized and Dave Roden assumed the position of Constable Pct. 1.

Constable Pct 3, Bob Parker's Fee Officer Account was found to be overstated and adjustments will be made to the December 1986 report to close the year. The total adjustment is $33.20 which is not reflected in this report and does not affect the total collections reported by Constable Pct 3.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

If the Court concurs, the following order might be adopted:

Moved be Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of December 1986 be approved as recommended by the County Auditor in her letter of January 26, 1987.

William Meitzen, District Attorney
Diane Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wlëczyk, District Clerk
Gus George, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

FEE OFFICERS REPORT TO COMMISSIONERS COURT
FOR THE MONTH OF DECEMBER, 1986

OFFICER	GROSS	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge		802.00			802.00
County Clerk					
Civil					
Criminal		54,082.57	21,214.75	47,735.25	123,032.57
District Clerk					
Civil					
Criminal		24,325.00	2,331.00	39,912.44	66,568.44
Tax Collector		162,659.57			162,659.57
District Atty.		1,968.17			1,968.17
Sheriff					
Civil	3,263.42				
Criminal	2,807.90	6,071.32		43,188.10	49,259.42
J.P. #1					
Civil	184.00				
Criminal	10,956.95	15,891.95		895.80	16,787.75
J.P. #2-1					
Civil	557.00				
Criminal	2,756.00	7,017.00		300.00	7,317.00
J.P. #2-2					
Civil	8.00				
Criminal	16,877.00	22,157.00		498.00	22,655.00
J.P. #3					
Civil	587.00				
Criminal	3,424.34	7,855.34		946.00	8,801.34
J.P. #4					
Civil	133.00				
Criminal	7,364.50	8,329.50		1,976.00	10,305.50
Constable #1		3,664.28		460.00	4,124.28
Constable #2		2,180.00			2,180.00
Constable #3		6,216.74		2,044.89	8,261.63
Constable #4		2,835.42		344.58	3,180.00
TOTAL		326,055.86	23,545.75	138,301.06	487,902.67

* County Revenues deposited into the General Fund.

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: Fees collected by the officer for other county i.e. County Judge, D.A., Sheriff, Constable, Animal Control; State Comptroller, Court CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for out of county service and/or restitution. These details are on the officers monthly r also will be reported on the annual report.

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fu

7. CONSIDER SETTING A PUBLIC HEARING TO INSTALL A TRAFFIC CONTROL DEVICE ON HARLEM RD. AT T.D.C. JESTER UNIT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing to install a traffic control device on Harlem Rd. at T.D.C. Jester Unit for Monday, February 16, 1987 at 11:00 a.m.

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF MISSOURI CITY IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Missouri City in Precinct 3 for DRAINAGE, ROAD/BRIDGE MAINTENANCE/REPAIR and HOUSING OF PRISONERS. (Recorded in minutes in full)

9. AUTHORIZE HIRING SOILS ENGINEER FOR TESTS ON NEW LANDFILL PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize hiring of AVILES Engineering Firm to test the soil on the new landfill property at a cost not to exceed $15,090 as presented by Stanley Kucherka, County Engineer. Funds to come from Fees & Services/Miscellaneous Admin. General Fund.

10. CONSIDER AN APPLICATION FROM VANTAGE PROPERTIES TO LAY A WATER LINE UNDER WILLIAMS TRACE BLVD. & SEWER LINES UNDER SETTLERS WAY BLVD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept permit application from Vantage Properties to lay a water line under Williams Trace Blvd. and sewer line under Settlers Way Blvd. in Precinct 3. (Recorded in minutes in full)

11. CONSIDER AN APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER AND ALONG LAKE VIEW DR. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept permit application from Fort Bend Telephone Co. to lay cable under and along Lake View Dr. in Precinct 2. (Recorded in minutes in full)

12. ADVERTISE FOR BIDS FOR THE FOLLOWING: (1) PURCHASE AND INSTALLATION OF 1,000 GALLON GREASE TRAP FOR THE JAIL; (2) PICKUP TRUCKS; (3) CRAWLER TRACTOR WITH BLADE AND CONTROLS FOR OPERATING SCRAPER; (4) STORAGE BUILDINGS FOR PRECINCT 1 MAINTENANCE FACILITY AND FORT BEND COUNTY:

Advertise for purchase and installation of 1,000 gallon grease trap for the jail:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for purchase and installation of 1,000 gallon grease trap for the jail.

Advertise for pickup trucks:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for pickup trucks for for Fort Bend County with or without trade-in.

#8 01131

0032

RESOLUTION NO. R-87-1

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 FOR DRAINAGE 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, an interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County, for drainage maintenance and improvement. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5th day of January, 1987.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE CITY OF MISSOURI CITY

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Missouri City, hereinafter referred to as "City".

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1986 for various drainage services; and,

WHEREAS, the City and the Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the Drainage District has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement entered into between the Drainage District and the City for the calendar year 1986 is hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of drainage within the corporate limits of said City.

2. The above stated interlocal agreement executed by the parties for the calendar year 1986 is hereby incorporated herein and made a part hereof for all purposes as if same was fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 5th day of January, 1987.

THE CITY OF MISSOURI CITY

By: [signature]
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this 2nd day of Feb., 1987.

COUNTY OF FORT BEND

By: [signature] Commissioner
COUNTY ~~JUDGE~~
Commissioner Pct #1

ATTEST:

[signature]
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE CITY OF MISSOURI CITY

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Missouri City, hereinafter referred to as "City".

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1986 for various drainage services; and,

WHEREAS, the City and the Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the Drainage District has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement entered into between the Drainage District and the City for the calendar year 1986 is hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of drainage within the corporate limits of said City.

2. The above stated interlocal agreement executed by the parties for the calendar year 1986 is hereby incorporated herein and made a part hereof for all purposes as if same was fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

JAN 5 1987

7-A

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 5th day of January, 1987.

THE CITY OF MISSOURI CITY

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 2nd day of Feb, 1987.

COUNTY OF FORT BEND

By: _____
~~COUNTY JUDGE~~ Commissioner Pct #1

ATTEST:

_____
COUNTY CLERK

RESOLUTION NO. R-87-2

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 HOUSING PRISONERS AND 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 housing prisoners and 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 5th day of January, 1987.

Mayor

ATTEST:

City Secreatry

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 5th day of January, 1987.

THE CITY OF MISSOURI CITY

By: John B. Knox
MAYOR

ATTEST:

Alice Chuca
CITY SECRETARY

SIGNED this 2nd day of February, 1987.

COUNTY OF FORT BEND

By: John Prestka Commissioner
COUNTY ~~JUDGE~~ Commissioner Pct 1

ATTEST:

Dianne Wilson
COUNTY CLERK

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Vantage Properties dated December 19, 1986, permit no. 80786 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 17th. 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 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. Kirby
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed copies back 2/3/87

01140

Appl. # 80786

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

December 22, 1986
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $6000.00

No Bond Required

01141

.0032

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80786

Formal notice is hereby given that Vantage Properties, propos
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 ~~XXXX~~ Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	~~XXXX~~	~~XXXX~~
1.	Wm. Trace Blvd.	Approx. 285' No. of State Hwy. 6 C/L	90' Water Line	X	X		
2.	Settlers Way Blvd.	Approx. 80' No. of State Hwy. 6 C/L	90' San. Swr. Line	X	X		
3.	Settlers Way Blvd.	Approx 490' No. of State Hwy. 6 C/L	90' San. Swr. Line	X	X		

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

1. Bore & Jack 90 L.F. 10" Water Line under Wm. Trace Blvd. conn. to existing water.
2. Bore & Jack 90 L.F. 8" San. Swr. Line under Settlers Way Blvd. conn. to existing san.
3. Bore & Jack 90 L.F. 10" San. Swr. Line under Settlers Way Blvd. conn. to existing san.

The location and description of the proposed installation and appurtenances is more fully sh
on the attached plans and drawings. (Plans and drawings of proposed installation and appurt
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: Lichliter/Jameson & Assoc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

James B. Snell
(Signature)

NAME & TITLE James B. Snell
Project Manager
(Please Print)

DATE: December 19, 1986
ADDRESS 11111 Brooklet Dr., Suite 100
(Street/P.O. Box)

Houston, Texas 77099-3596
City State Zip
TELEPHONE NO: (713) 561-5190

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED 01142

Bond No. 10 46 45 0032

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Vantage Properties, Inc. as principal and Highlands Underwriters Insurance Company as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Six Thousand and No/100 ---------- DOLLARS ($6,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

orig. in bond file

to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 26th day of January, 19 87

Vantage Properties, Inc.
PRINCIPAL

BY: [signature]
Vice President

Highlands Underwriters Insurance Company
SURETY

[signature]
BY: Nic Peters
Attorney-in-fact

01144

HIGHLANDS UNDERWRITERS INSURANCE COMPANY

HOUSTON, TEXAS

0032

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Highlands Underwriters Insurance Company, a corporation, duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint Glenda Wickersham and Nic Peters, Jointly or Severally of the City of Dallas, State of Texas, to be its true and lawful attorney-in-fact for the following purposes, to-wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said Highlands Underwriters Insurance Company; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of Unlimited Dollars ($ Unlimited); the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said Highlands Underwriters Insurance Company, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 29th day of July, A.D., 1974, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents and Secretary or Assistant Secretaries this 12th day of November, A.D. 19 86.

HIGHLANDS UNDERWRITERS INSURANCE COMPANY

Assistant Secretary

By Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS,
CITY OF HOUSTON.

On this 12th day of November in the year 19 86 before me personally came J. L. Darnold to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Senior Vice President of the Highlands Underwriters Insurance Company, the corporation described in and which executed the above instrument, that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal: that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation: and that he signed his name thereto by like authority.

NOTARY PUBLIC STATE OF TEXAS

Notary Public, State of Texas

RESOLUTION

RESOLVED, that this Company hereby does authorize and empower its President or any one of its Senior Vice Presidents, Vice Presidents, or Assistant Vice Presidents in conjunction with any one of its Secretaries or any of its Assistant Secretaries, under its corporate seal, to execute and deliver power of attorney or to appoint any person or persons as attorney-in-fact or attorneys-in-fact, or agent or agents of this Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed; and, in its name and as its attorney-in-fact, or attorneys-in-fact, or agent or agents, to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation or undertaking, or anything in the nature of the same; the nature, class or extent of the instruments so authorized to be specified in such power of attorney.

FURTHER RESOLVED, That the signature of any of the persons described in the foregoing resolution, and the seal of the Company may be affixed by facsimile, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any power of attorney, and any such power of attorney bearing such facsimile signature and seal shall be valid and binding on the Company.

I, Bill J. King, Assistant Secretary of HIGHLANDS UNDERWRITERS INSURANCE COMPANY, do hereby CERTIFY that the foregoing is a true copy of a resolution duly adopted by the Board of Directors of said company at a meeting of the Board held on the 29th day of July, A.D., 1974, at which time a quorum was present and acting throughout, and that said resolution has not been subsequently rescinded or modified.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of Highlands Underwriters Insurance Company, this 12th day of November, A.D. 19 86.

Assistant Secretary

STATE OF TEXAS
COUNTY OF HARRIS

I, Bill J. King, Assistant Secretary of Highlands Underwriters Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Highlands Underwriters Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in the City of Houston, Texas, this 26th day of January, A.D. 19 87.

Assistant Secretary

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

0032

On this 2nd. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated January 22, 1987, permit no. 80795 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner 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 Kirk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned copies 2/3/87

Appl. # 80795

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

1/23/87
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- ____ Performance bond submitted in the amount of ____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted In Quintuplicate)

01148

0032

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80795

Formal notice is hereby given that Fort Bend Telephone Company, 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
Lakeview	2,191' west of Meadow Bend	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
Lakeview	2,191' west of Meadow Bend	2,198' west of Meadow Bend	7'

General Description

Beginning at a point on the south R.O.W. line 2,191' west of the intersection of Lakeview and Meadow Bend. Thence, boring under Lakeview tc the north R.O.W. line and proceeding in a westerly direction 7' at 3' from the north R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully sho on the attached plans and drawings. (Plans and drawings of proposed installation and appurte 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: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: January 22,1987
ADDRESS 3426 School Street
(Street/P.O. Box)

Needville, Texas 7746
City State Zip
TELEPHONE NO: 793-4246 342-3423

Advertise for crawler tractor with blade and controls for operating scraper:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for crawler tractor with blade and controls for operating scraper, for Drainage District.

Advertise for storage buildings for Precinct 1 maintenance facility and Fort Bend County:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for storage buildings for Precinct 1 maintenance facility and Fort Bend County, to be opened February 23, 1987 at 1:30 p.m.

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH JACKSON COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreement with Jackson county for the housing of juveniles at $55.00 per day. (Recorded in minutes in full)

14. ACCEPT BIDS FOR THE FOLLOWING: (1) TWO OR MORE NEW 12-14 YARD DUMP TRUCKS (#86-128): & (2) THREE OR MORE NEW 6-8 YARD DUMP TRUCKS (#86-129):

Accept bids for two or more new 12-14 yard dump trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to JOE MYERS FORD for two or more 12-14 yard dump trucks in the amount of $49,337.20 each. (#86-128) (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize purchase of two 12-14 yard dump trucks for Precinct 1 from JOE MEYERS FORD (#86-128) in the amount of $49,337.20 each.

Accept bid for three or more new 6-8 yard dump trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to BAYOU CITY FORD for three or more new 6-8 yard dump trucks in the amount of $35,180.11 each. (Recorded in minutes in full)

15. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Fort Bend County to purchase right-of-way property for the replacement of existing bridge on FM442 as follows:

Tract 3	0.1071 acres	$ 321.30
Tract 4	9.4256 acres	$ 33,276.80
Tract 5	0.1993 acres	$ 597.90
	Total	$ 34,196.00

Funds to come from Right-of-Way budget.

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF JACKSON

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Jackson, hereinafter referred to as "Jackson".

WHEREAS, Jackson desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Jackson has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Jackson in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Jackson mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Jackson monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Jackson to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Jackson, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Jackson being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Jackson (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Jackson being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Jackson upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 13 day of January, 1987.

THE COUNTY OF JACKSON, TEXAS

Larkin T. Thedford

Larkin T. Thedford, County Judge

ATTEST:

MARTHA KNAPP

BY Dolores Bulola, County Clerk Deputy

SIGNED this 13th day of January, 1987.

THE COUNTY OF FORT BEND, TEXAS

[illegible]

~~County Judge~~ Fort Bend Commissioner #1

ATTEST:

Dianne Wilson

Fort Bend, County Clerk

APPROVED:

Sterling Moore

Sterling Moore
Acting Chief

14|1

PURCHASE OF TWO (2) OR MORE NEW 12-14 YARD DUMP TRUCKS
BID # 86-128

COMPANY	UNIT BID PRICE	DELIVERY	PRICE GUARANTEE	REMARKS
JOE MYERS FORD	**$49,337.20** ✓	**111 days**	**42 days**	**none**
BAYOU CITY FORD	$49,861.00	75 days	30 days	none
MARSHALL FORD MERCURY	$50,739.60	120-150 days	30 days	Bid specifies (1) spare rim only cost of (1) hi-way thread tire $345.00
HELFMAN FORD	$50,928.00	90-120 days	21 days	1987 Ford LT-9000; Fontaine dump bed #F-601; Hoist model #VT-63
WORLD WIDE TRUCKS	$51,538.90	120 days	60 days	GMC J9 C064 Cab and Chassis with Heil dump bed
DUB MILLER FORD	$51,589.60	120-150 days	30 days	none
SAN JACINTO FORD	$51,592.00	90 days	30 days	1987 Ford LT9000
MACK TRUCKS	$55,000.00	150 days	30 days	none

14/2

PURCHASE OF THREE (3) OR MORE NEW 6-8 YARD DUMP TRUCKS
BID # 86-129

COMPANY	UNIT BID PRICE	DELIVERY	PRICE GUARANTEE	REMARKS
BAYOU CITY FORD ✓	$25,180.11	75 days	30 days	None
JOE MYERS FORD	$25,240.25	90 days	42 days	None
MARSHALL FORD MERCURY	$25,455.51	120-150 days	30 days	Bid specifies (1) spare rim only. Cost of (1) hi-way tread spare tire $345.00
HELFMAN FORD	$25,695.00	90-120 days	21 days	1987 Ford F-700; Dump body Fontaine Model #21400; Hoist Model #U-40-723
WORLD WIDE TRUCKS, INC.	$26,733.05	120 days	60 days	GMC C7D042 Cab and Chassis with Heil dump bed
SAN JACINTO FORD	$26,376.00	90 days	30 days	1987 Ford F700
DUB MILLER FORD	$26,465.00	120-150 days	30 days	None
KNAPP CHEVROLET	$27,342.00	120-145 days	90 days	1987 Chevrolet C70 #CC7D042
LAWRENCE MARSHAL CHEV-OLDS	$27,508.76	90-120 days	120 days	None
MACK TRUCKS	$30,000.00	120 days	30 days	None

RECESS:

Commissioners' Court recessed at 11:30 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

16. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

17. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) ROAD STRIPING OF FORT BEND COUNTY ROADS (#87-12); & (2) PURCHASE OF ONE OR MORE NEW FLAT BED DUMP TRUCK, 28,000 GVWR MIN. WITH OR WITHOUT TRADE-IN (#87-13):

Open bids for road striping of Fort Bend County Roads:

The following bids were presented to Commissioners' Court for review.

A) PAGE BARRICADE
B) BATTERSON, INC.

Open bids for purchase of one or more new flat bed dump truck, 28,000 GVWR min. with or without trade-in:

The following bids were presented to Commissioners' Court for review.

A) BAYOU CITY FORD TRUCK SALES
B) CHUCK MILLER FORD
C) KNAPP CHEVROLET
D) LAWRENCE-MARSHALL CHEV.-OLDS.
E) MAC TRUCKS
F) SAN JACINTO FORD

18. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m., Monday, February 2, 1987.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 2ND day of FEBRUARY, 1987 at a REGULAR Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner PRESSLEY, Seconded by Commissioner DENHAM, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

Joyce Tompkins
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: 1:40 P.M.

17/(1)

01156

BID ITEM: PAVEMENT MARKING.

BID NUMBER: 87-12.

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALPHA-OMEGA	
H & T PAVEMENT MARKING	
HARJO, INC.	
JOE MONTIGNY	
PEEK PAVEMENT MARKETING, INC.	
SAFETY LIGHTS CO.	
STRIPING UNLIMITED CORP.	
THE SAFE STRIPE CORP.	
✓ PAGE BARRICADE	.0575 ¢
✓ BATTERSON, INC.	.075 ¢

17(2)

01157

BID ITEM: PURCHASE OF ONE OR MORE NEW FLAT BED DUMP TRUCKS 28,000 GVWR MIN. W/WITHOUT TRADE.

BID NUMBER: 87-13 .

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD	
APPLE CHEVROLET	
ARCHER CHRY-PLY	
√ BAYOU CITY FORD TRUCK SALES	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
√ CHUCK MILLER FORD	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD	
EAST BERNARD FORD	
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE	
HALL CHEVROLET	
HARRY SHANKS CHEVROLET	
HELFMAN FORD	
JACK ROACH FORD	
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC.	
KINSEL FORD, INC.	
√ KNAPP CHEVROLET	
√ LAWRENCE-MARSHALL CHEV-OLDS.	21
LEBLANC WALDROP CHRY.	
√ MAC TRUCKS	30,000 +/-
MARSHALL FORD-MERCURY	
MCMILLAN FORD	
MORT HALL FORD	
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSELL AND SMITH FORD	
√ SAN JACINTO FORD	
SOUTH LOOP FORD TRUCKS	
TRUCKS OF TEXAS	
UNIVERSAL FORD	
WESTWAY FORD, INC.	
WHITE PONT-CAD-GMC	

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 9, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 30th & February 2nd, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Approve County Treasurer's quarterly report.

6. Kathy Hynson, County Treasurer, re: consider approval of additional personnel for payroll functions being transferred to the Treasurer's Office.

7. Consider central location for the filing of insurance claims.

8. Mr. Bruce Spitzengel, re: approval of contract with Texas Dept. of Community Affairs for grant funds for 5th St. (Stafford) Project, and authorize advertising for professional services and environmental assessment notice.

9. Jeanne Kaiser, Landfill Division Manager, re: rate increase for County landfill.

10. Mr. Sterling Moore, Juvenile Probation Off., re: request approval of new grant for Juvenile Correction Program for Serious & Repeat Offenders; and approval of interlocal agreement with Fayette County for the housing of juveniles.

11. Consider appointment of members to the County Historical Commission for 1987-88.

12. Sheriff Gus George, re: (1) accept $47.50 from Keithann Duke as payment for impounded livestock & rebudget into General Fund; (2) authorize payment of $10 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock; (3) accept check in the amount of $458.85 from Allstate Ins. for damages to patrol vehicle involved in auto accident with their insured & rebudget into the General Fund; (4) accept check in the amount of $4,802.41 from City of Missouri City as payment of their share of operating costs for Fort Bend County Law Enforcement Academy & budget into Academy account.

13. Consider approval of two new members to the Fort Bend County Rural Fire Prevention District #1 Board; and approve official bond for the Treasurer of this District.

14. Mr. Hank Allen & Mr. David Blomberg, re: discuss the job training program in Fort Bend County.

15. 10:00 a.m. - Hold public hearing on replat of Creekshire, Section 2 in Precinct 3 and consider taking action on same.

16. Consider approval of interlocal agreement with San Jacinto Jr. College for E.M.S. training.

17. Consider approval of interlocal agreement between Fort Bend County & Wharton County Junior College governing the use of the County Library by Richmond satellite campus students.

18. Accept donation of file cabinet to Precinct 1 Constable's office.

19. Consider approval of Daniel Jones Malecki as reserve deputy constable in Precinct 4, and approve bond & oath for same.

20. Marsha Gaines, Tax Assessor/Collector, re: (1) rebudget check into ~~office supplies~~ from reimbursement of expenses incurred during FEMA conference; (2) approve new dealer bond for Randall's Food Market, Rosenberg.

CONTINUED

21. Rebudget 1986 primary election fund into General Fund.

22. Consider approval of dues in the amount of $125 to the County Judges & Commissioners Assn. of Texas.

23. Consider setting a hearing date for replat of West Oaks Village, Section 1 in Precinct 3.

24. Consider approving fuel specifications for competitive bids.

25. Consider accepting bids for (1) Road striping of Fort Bend County roads (#87-12); & (2) One or more new flat-bed dump trucks, 28,000 GVWR min. with or without trade-in (#87-13).

26. Authorize payment of $5,198 for fee to State for operation of County Landfill and $12,000 application fee for new landfill.

27. Consider approving application for entering the National Flood Insurance Program.

28. Consider application from Fort Bend Telephone Co. to lay cable along and under Rawlings Rd. in Precinct 1.

29. Meet in Closed Session to discuss land matters as authorized by Art. 6252-17, Section 2 (f), V.T.C.S. and take action, if necessary.

30. 2:00 p.m. - Continuation of receiving bank depository pledge contract applications until February 23, 1987 at 2:00 p.m.

31. Adjournment.

FILED FOR RECORD
TIME 8:50 p.m. A.M. P.M.

FEB 5 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 5, 1987 at 5:00 p.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 9TH day of FEBRUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

A letter from the Texas Justice Court Training Center was read in court in regards to Judge Gary Geick having completed a forty hour course in the duties of the office of Justice of the Peace Precinct #1. (Recorded in minutes in full)

1. APPROVE MINUTES OF MEETING OF JANUARY 30 & FEBRUARY 2, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 30 & February 2, 1987 with corrections on heading date.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with 1ST City of Richmond, 1ST National Rosenberg and RepublicBank. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley to approve out-of-town travel requests for county personnel. Motion failed due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel:

Tax Assessor/Collector
District Clerk
328th District Court
Justice of Peace, Precinct 2, Place 1
Commissioner Precinct 2
Justice of Peace, Precinct 4
County Court-at-Law No.1
Justice of Peace, Precinct 1
Juvenile Probation
Emergency Medical Service
County Treasurer
Justice of Peace, Precinct 2, Place 2

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

February 4, 1987

RECEIVED
FEB 6 1987
COUNTY JUDGE

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of January 25-30, 1987, Judge Gary Geick 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 and Supreme Court effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st City Richmond
Release $ 25,000.00,
Lamar CISD Bonds
Receipt # 298068
Due Date 2/15/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES 0032
CONTRACTS
WITH 1st Natl Rosenberg
Pledge ~~Release~~ $ 100,000.00,
Collin Co. Rd Bds
Receipt # 510373
Due Date 3/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge ~~Release~~ $ 50,000.00,
Sealy ISD 1982
Receipt # 466270
Due Date 2/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge ~~Release~~ $ 100,000.00
Plano ISD 1985
Receipt # 738848
Date Due 2/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge ~~Release~~ $ 100,000.00,
Plano ISD
Receipt # 738929
Due Date 2/15/93

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge ~~Release~~ $ 500,000.00
FNMA SM-1991-H
Receipt # 045971
Due Date 10/10/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 500,000,

U.S. Treas. Note

Receipt # 781385

Due Date 7/15/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st Natl Rosenberg

Pledge
~~Release~~ $ 500,000,

U.S. Treas. Note

Receipt # 795419

Due Date 4/15/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

Receipt # _____

Date Due _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Republic Bank Richmond

Pledge
~~Release~~ $ 8,000,000,

U.S. Treas Note

Receipt # 242366

Due Date 11/15/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

Receipt # _____

Due Date _____

01164

RECEIVED
FEB 3 1987
COUNTY JUDGE

0032

(4)

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure February ~~10~~ 9, 1987

Date of Return February 11, 1987

Purpose of Trip: Jurisprudence Committee Meeting

Places to be Visited: Ramada Inn - Downtowner
Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Marsha P. Gaines
Name

February 2, 1987
Date

Marsha P. Gaines
Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01165

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED FEB 6 1987 COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Billie Mounce & Barbara Schellberg

Period: Date of Departure March 16, 1987

Date of Return March 19, 1987

Purpose of Trip: To attend annual seminar of County & District Clerks

Places to be Visited: College Station, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Glory Kitchens
Name

2-5-87
Date

Dist. Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-9-87
Date

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01166
0032

COUNTY OF FORT BEND

RECEIVED FEB 2 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure MARCH 18, 1987

Date of Return MARCH 20, 1987

Purpose of Trip: to attend the SMU School of Law Family Litigation Seminar

Places to be Visited: Dallas, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name STEVEN VALIKONIS

2/2/87
Date

Magistrate, 328th District Court
Title

Judge, 328th
2/5/87

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

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RECEIVED
JAN 30 1987
COUNTY JUDGE

01167

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 6 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Dorothy Money

Period: Date of Departure February 17, 1987

Date of Return February 20, 1987

Purpose of Trip: 20 hour Clerks Seminar

Places to be Visited: Houston Airport Hilton Inn
500 North Belt East

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

R. George Molina
Pct 2-1
January 26, 1987
Date

Dorothy Money
Name
Dorothy Money
Court Clerk Precinct 2, Place 1
Title
R. George Molina

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

RECEIVED FEB 5 1987 COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Ben G. Denham

Period: Date of Departure February 23, 1987

Date of Return February 26, 1987

Purpose of Trip: 29th Annual Judges & Commissioners Conference

Places to be Visited: Texas A&M University, College Station, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Automobile

Ben G. Denham Name

2-9-87 Date

Commissioner Precinct 2 Title

* *

Approved: Commissioners' Court

County Judge

2-9-87 Date

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2-2-87 PS

01169
0032

RECEIVED
FEB 3 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ the following persons:

Faye M. Lindsey

Period: Date of Departure X February 17,1987

Date of Return February 20,1987

Purpose of Trip: Justice Court Clerk Seminar

Places to be Visited: Houston , Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Car

Faye M. Lindsey
Name

1-29-87
Date

Justice Court Pct. #4 ~~Clerk~~
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-9-87
Date

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01170
0032

RECEIVED
FEB 4 1987
COUNTY JUDGE

RECEIVED
JAN 29 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure February 11, 1987

Date of Return February 13, 1987

Purpose of Trip: Southeast Texas Judicial Conference

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Name

1/27/87
Date

Judge County Court At Law No. 1
Title

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

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01171

0032

RECEIVED
FEB 4 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Patricia Williams

Period: Date of Departure 2-17-87

Date of Return 2-20-87

Purpose of Trip: Justice Court Training Center

Places to be Visited: Houston Airport Hilton

Mode of Transportation (State whether by personal auto, airline, etc.) Automobile

Name

1-23-87
Date

Justice of the Peace, Pct. #1
Title

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
FEB 4 1987
COUNTY JUDGE

01172

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

1) Tony Ramirez
2) Sterling Moore
3) DeAnn Fox
4) Kathy Davis

{Need hours for J.P.O. certification by 5-1-87}

Period: Date of Departure March 14, 1987

Date of Return March 17, 1987

Purpose of Trip: 1987 Annual Conference of Texas Probation Assoc. (13 hours credit each)

Places to be Visited: Laredo, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

2/3/87
Date

Acting Chief Juvenile Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

OK 01173

0032

COUNTY OF FORT BEND

RECEIVED FEB 3 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied~~ by the following persons:

Hortencia Garcia

Period: Date of Departure February 17,1987

Date of Return February 20,1987

Purpose of Trip: Juctice Court Clerk Seminar

Places to be Visited: Houston, TExas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Ms H. Garcia
Name

1-29-87
Date

Justice Court [redacted] Pct. #4
Title

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

RECEIVED FEB 2 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Norman E. Williamson
Michael P. McDill

Period: Date of Departure Feb 23, 1987

Date of Return Feb 26, 1987

Purpose of Trip: Attend EMS Conference

Places to be Visited: Anaheim, California

Mode of Transportation (State whether by personal auto, airline, etc.) Airline

Dan V Koch
Name

2/2/87
Date

Director
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01175

0032

RECEIVED
FEB 3 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

NO OTHER PERSON

Period: Date of Departure MAY 17, 1987

Date of Return MAY 21, 1987

Purpose of Trip: SOUTHWEST SCHOOL OF GOVERNMENTAL FINANCE

Places to be Visited: LUBBOCK, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) AIRLINE

Kathy Hymson
Name

2/3/87
Date

COUNTY TREASURER
Title

* *

Approved: Commissioners' Court

J. Stavenhar
County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 3 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ruth Bee Felder and Diane Teykl request permission for travel reimbursement to attend The Texas Court Clerk's School in North Houston

R.B. Felder Chief Clerk.

Period: Date of Departure 2-17-87

Date of Return 2-20-87

Purpose of Trip: TO ATTEND 1987 CLERK'S S SEMINARS & SCHOOL

Places to be Visited: N/A

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Name

2-2-87
Date

JUSTICE OF THE PEACE, PCT. 2, PL.2
Title

* *

Approved: Commissioners' Court

County Judge

2-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve County Treasurer's quarterly report as presented by Kathy Hynson. (Recorded in minutes in full)

6. KATHY HYNSON, COUNTY TREASURER, RE: CONSIDER APPROVAL OF ADDITIONAL PERSONNEL FOR PAYROLL FUNCTIONS BEING TRANSFERRED TO THE TREASURER'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve additional personnel for payroll function in County Treasurer's Office at an annualized salary of $16,453.74 plus benefits totaling $20,691.94. Funds to come from contingency fund. (Recorded in minutes in full)

7. CONSIDER CENTRAL LOCATION FOR THE FILING OF INSURANCE CLAIMS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to centralize all insurance claims in the Personnel dept.

8. MR. BRUCE SPITZENGEL, RE: APPROVAL OF CONTRACT WITH TEXAS DEPT. OF COMMUNITY AFFAIRS FOR GRANT FUNDS FOR 5TH ST. (STAFFORD) PROJECT, AND AUTHORIZE ADVERTISING FOR PROFESSIONAL SERVICES AND ENVIRONMENTAL ASSESSMENT NOTICE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract with Texas Dept. of Community affairs for grant funds for 5th St. (Stafford) project as presented by Bruce Spitzengel.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize payments, not to exceed $600.00, for advertising for professional services and environmental assessment notice under the 1986 Texas Community Development Program to be paid out of the General Fund, Contingencies line item and to be reimbursed to said fund upon receipt of funds from said program.

9. JEANNE KAISER, LANDFILL DIVISION MANAGER, RE: RATE INCREASE FOR COUNTY LANDFILL:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve rate increase for waste disposal at county landfill as follows, effective April 1, 1987: (Recorded in minutes in full)

from $3.50 to $3.85 per cubic yd. - solid waste disposal
from $7.00 to $8.00 per cubic yd. - municipal waste water treatment sludge

As presented by Jeanne Kaiser, Landfill Manager.

10. MR. STERLING MOORE, JUVENILE PROBATION OFFICER, RE: REQUEST APPROVAL OF NEW GRANT FOR JUVENILE CORRECTION PROGRAM FOR SERIOUS & REPEAT OFFENDERS; AND APPROVAL OF INTERLOCAL AGREEMENT WITH FAYETTE COUNTY FOR THE HOUSING OF JUVENILES:

Order Approving County Treasurer's Quarterly Report

01178

0032

IN THE MATTER OF THE QUARTERLY REPORT OF
KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
REGULAR Term, 1987

On this 9th day of FEBRUARY A. D. 1987, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1st day of OCTOBER A. D. 1986, and ending on the 31st day of DECEMBER A. D. 1986, filed herein on the 9th day of FEBRUARY A. D. 1987 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 9/30/86	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date	OUTSTANDING INVESTMENTS	ENDING BALANCE
45 PCT. 3 MAINTENANCE FACILITY	NEW	----- R	----- D	-----	-----	-----
47 D.W.I. VIDEO FEE FUND	NEW	----- R	----- D	-----	-----	-----
SUB-TOTALS	1,567,123.54	17,715,201.19	18,407,365.17	875,159.56	15,026,380.48	15,901,540.04
PAYROLL FUND						
ACCT. #90-0029-1	356,787.98	151,867.17I 5,413,490.42R	138,000.00I 4,874,250.73D	809,894.84	138,000.00	1,027,894.84
FEE OFFICER'S ACCT.						
ACCT. #90-0099-2	323,144.41	989,592.23R	927,653.58D	385,083.06	-----	385,083.06
TAX-BLACK ACCT.						
ACCT. #90-0164-6	CLOSED	----- R	----- D	-----	-----	CLOSED
TAX-GAINES '84						
ACCT. #90-0166-2	20,988.42	276.37R	261.85D	21,002.94	-----	21,002.94
TAX COLLECTOR '85						
ACCT. #90-0172-7	21,823.05	3,400.36R	8,723.34D	18,500.07	-----	18,500.07
BEER & LIQUOR '86						
ACCT. #90-0177-8	22,079.96	31,051.85R	43,438.11D	9,693.70	-----	9,693.70
HIGHWAY REGULAR						
ACCT. #90-0174-3	697,693.29	2,863 459.47R	2,981,402.50D	579,750.26	-----	579,750.26
HIGHWAY REFUND						
ACCT. #90-0175-1	1,175.67	5,999.96R	6,575.59D	600.04	-----	600.04
40 FBC EMPLOYER BENEFIT FUND		614,204.10I	190,000.00I			
ACCT. #90-0179-4	103,284.16	20,511,34R	523,443.08D	24,556.52	290,000.00	314,556.52
TAX '86						
ACCT. 090-0180-8	156,608.73	11,130,185.13R	1,565,052.62D	9,721,741.24	-----	9,721,741.24
GRAND TOTALS	3,272,709.21	38,919,439.59	29,609,166.57	12,525,982.23	15,454,380.48	27,980,362.71

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 9TH day of FEBRUARY A. D. 19 87.

Sworn to and Subscribed before me, by J. 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 9th day FEBRUARY A.D. 19 87

Notary Public in and for the State of Texas
Sidonia N. Parchman Commission expires 1/31/89

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.

Order Approving 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,
REGULAR Term, 19 87

On this 9th day of FEBRUARY A. D. 19 87, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1ST day of OCTOBER A. D. 19 86, and ending on the 31ST day of DECEMBER A. D. 19 86, filed herein on the 9TH day of FEBRUARY A. D. 19 87 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 9/30/86	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/86	OUTSTANDING INVESTMENTS	ENDING BALANCE
10 GENERAL FUND	235,185.79	6,397,857.65I 1,161,020.63R	1,850,000.00I 5,747,451.76D	196,612.31	1,850,000.00	2,046,612.31
08 ROAD & BRIDGE	53,599.19	2,850,754.61I 216,459.40R	500,000.00I 2,399,020.86D	221,792.40	500,000.00	721,792.40
98 INSURANCE ESCROW	140,904.15	50,948.46I 7,010.87R	124,766.64D	74,096.84	-----	74,096.84
12 FARM TO MARKET/LATERAL ROAD	42,844.83	632,173.98I 42,520.68R	450,000.00I 243,665.96D	23,873.53	450,000.00	473,873.53
14 LATERAL ROAD	1,012.33	146,877.05I 61,760.77R	130,000.00I 64,945.15D	(35,295.00)	180,000.00	144,705.00
4425 REV. SHARING EP #14	20,227.94	640.34R	19,761.74D	1,106.54	-----	1,106.54
4426 REV. SHARING EP #15	17,065.61	644.54R	1,065.61D	16,644.54	-----	16,644.54
4427 REV. SHARING EP #16	83,915.99	50,782.46I 2,024.62R	100,000.00I 21,136.81D	15,586.26	100,000.00	115,586.26
16 COUNTY LAW LIBRARY	2,240.59	81,122.77I 3,225.31R	80,000.00I 3,318.78D	3,269.89	80,000.00	83,269.89
74 VOTERS REGISTRATION	9,285.22	328.49R	450.00D	9,218.71	-----	9,218.71
06 D A BAD CHECK COLLECTIONS	1,489.28	10,140.35I 9,124.14R	8,594.29D	12,159.48	-----	12,159.48
30 D A SUPPLEMENTAL SALARY	987.68	5,843.28R	6,748.34D	82.62	-----	82.62
05 D A URESA FUND	150.00	----- R	----- D	150.00	-----	150.00
24 LIBRARY BLDG. AVAILABLE	2,619.88	99.26R	2,589.36D	129.78	-----	129.78
32 LIBRARY DONATIONS	842.42	12,177.88I 4,121.30R	3,909.41D	13,214.19	-----	13,214.19
04 TEMP. EMERGENCY RELIEF PROG.	2,789.35	9,380.00R	2,414.85D	9,754.50	-----	9,754.50
36 MISSION WEST PARK FUND PCT.3	4,146.79	101,443.84I 352.86R	----- D	105,943.49	-----	105,943.49
09 HOUSTON LIGHTING & POWER	10,245.25	5,404.00R	9,089.67D	6,559.58	-----	6,559.58
4428 REV. SHARING EP #17	181,977.71	203,461.26I 9,785.51R	225,000.00I 171,963.32D	(1,738.84)	225,000.00	223,261.16
41 MARJORIE BAILEY MEMORIAL	NEW	25,000.00R	25,000.00I ----- D	-----	25,000.00	25,000.00
31 MARY E. GRILLO MEMORIAL	290.16	4,064.05I 37.61R	3,500.00I 803.40D	89.05	3,500.00	3,589.05
28 AMBULANCE PARAMEDICS	106.04	25,355.76I 170.44R	----- D	25,632.24	-----	25,632.24
99 DIST. ADULT PROBATION	25,804.59	25,355.76I 147,102.82R	159,226.54D	39,036.63	-----	39,036.63
97 ADULT PROBATION I.S.P.	2,914.89	19,980.00R	9,038.02D	13,856.87	-----	13,856.87
07 ENTEX CONTRIBUTION FUND	4,528.65	866.00R	509.79D	4,884.86	-----	4,884.86
29 MARGINE PUSTKA MEMORIAL	107.14	2,032.34I 18.27R	2,000.00I ----- D	157.75	2,000.00	2,157.75
54 APPELLATE JUDICIAL SYS.	18,560.00	3,455.00R	----- D	22,015.00	-----	22,015.00
22 ROAD BOND AVAILABLE FUND	-----	----- R	----- D	-----	-----	CLOSED

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 9th day of FEBRUARY A. D. 19 87

Sworn to and Subscribed before me, by J.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 9th day FEBRUARY A.D. 19 87

Notary Public in and for the State of Texas
Sidonia N. Parchman Commission 1/31/89

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.

Order Approving County Treasurer's Quarterly Report

01182

0032

IN THE MATTER OF THE QUARTERLY REPORT OF
KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
REGULAR Term, 19 87

On this 9th day of FEBRUARY A. D. 19 87, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1ST day of OCTOBER A. D. 19 86, and ending on the 31 ST day of DECEMBER A. D. 19 86, filed herein on the 9TH day of FEBRUARY A. D. 19 87 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 9/30/86	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/86	OUTSTANDING INVESTMENTS	ENDING BALANCE
18 LAW ENFORCEMENT ACADEMY	19,861.85	11,924.54R	8,287.98D	23,498.41	-----	23,498.41
19 RABBS BAYOU FUND	24,581.40	----- R	----- D	24,581.40	-----	24,581.40
21 CAPITAL IMPROVEMENTS	105,215.10	1,330.91R 19,274.91I	142,853.36D 19,000.00I	(36,307.35)	100,000.00	63,692.65
27 TARA ROAD FUND PCT. #1	384.22	137.62R	----- D	796.75	19,000.00	19,796.75
94 DRAINAGE DIST. DRY CRK BRIDGE	79.92	54,748.52I ----- R	50,000.00I ----- D	4,828.44	50,000.00	54,828.44
25 LOWER OYSTER CREEK FUND	10,501.65	71,881.02R	81,241.31D	1,141.36	-----	1,141.36
20 UPPER OYSTER CREEK FUND	26,178.60	----- R	----- D	26,178.60	-----	26,178.60
37 LAW ENFORCE. ACADEMY BLDG.	4,952.54	151.09R	2,594.02D	2,509.61	-----	2,509.61
60 UNLTD. TAX ROAD BONDS	896.57	15,210.22I 164.11R	15,000.00I ----- D	270.90	16,000.00	16,270.90
58 LTD. TAX JAIL BONDS	4,695.97	35,550.95I 844.75R	41,000.00I ----- D	91.67	41,000.00	41,091.67
56 COURTHOUSE IMPROVEMENT CERT.	2,658.90	50,826.42I 396.99R	53,000.00I ----- D	882.31	53,000.00	53,882.31
49 PRIMARY ELECTION "86"	3,467.83	----- R	2,530.60D	937.23	-----	937.23
60 CRIMINAL JUSTICE PLANNING	22,183.00	18,734.00R	22,183.00D	18,734.00	-----	18,734.00
82 LAW ENFOR. OFF. STND. & ED.	3,981.00	3,307.00R	3,981.00D	3,307.00	-----	3,307.00
52 COMP. TO VICTIMS OF CRIME	21,476.50	14,486.50R	16,314.00D	19,649.00	-----	19,649.00
15 BAIL BOND SECURITIES FUND	2,050.65	80.53R	----- D	2,131.18	-----	2,131.18
72 DEPT. OF PUBLIC SAFETY FEE	12,093.00	7,361.00R	8,954.00D	10,500.00	-----	10,500.00
96 JUVENILE PROBATION	8,489.01	10,145.54I 26,119.00R	28,051.03D	16,702.52	-----	16,702.52
66 JUDICIAL/COURT TRAINING	4,601.33	3,295.00R	4,313.00D	3,583.33	-----	3,583.33
17 FICA RECOVERY FUND	3,040.57	154.22R	----- D	4,094.79	-----	4,094.79
34 DRAINAGE DIST. MAINT. AVAIL.	47,658.30	3,385,836.10I 10,162.84R	1,700,000.00I 1,722,223.66D	22,433.58	3,535,000.00	3,557,433.58
33 EMERGENCY FOOD & SHELTER	40,386.44	----- R	40,386.44D	-----	-----	-----
38 COURTHOUSE ANNEX BLDG. FUND	332,965.72	8,160.32R	200,000.00I 437,880.00D	(296,753.96)	6,405,279.01	6,108,525.05
59 ANNEX CERT. OF OBLIG. SERIES	-----	----- R	----- D	-----	-----	-----
42 NARCOTICS FUND	NEW	1,500.00R	----- D	1,500.00	-----	1,500.00
43 BRIDGE IMPROVEMENT FUND	NEW	98,906.50R	----- D	98,906.50	-----	98,906.50
39 FBC GRAND MISSION CROSSING	NEW	142,129.00R	----- D	142,129.00	-----	142,129.00
78 TAX COLLECTOR	-----	1,391,601.47R	1,391,601.47I ----- D	-----	1,391,601.47	1,391,601.47

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 9TH day of FEBRUARY A. D. 19 87

Sworn to and Subscribed before me, by J. 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 9th day FEBRUARY A.D. 19 87

Notary Public in and for the State of Texas
Sidonia N. Parchman Commission expires 7/31/89

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.

PROPOSED FUNDS THAT ARE NEEDED FOR THE REMAINDER OF YEAR 1987

SALARY	16,453.74
SOCIAL SECURITY	1,176.44
RETIREMENT	1,151.76
INSURANCE	1,850.00
WORKER'S COMPENSATION	60.00
TOTAL	20,691.94

IF TRANSFER IS APPROVED FUNDS NEEDED 2,026.84

PERSONNEL FUNDS FOR REMAINDER OF YEAR

SALARY	14,678.14
SOCIAL SECURITY	1,049.49
RETIREMENT	1,027.47
INSURANCE	1,850.00
WORKER'S COMPENSATION	60.00
TOTAL	18,665.10

5th STREET (STAFFORD) PROJECT

106031

01185
0032

TEXAS DEPARTMENT OF COMMUNITY AFFAIRS

CONTRACT FOR

COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS

STATE OF TEXAS]

COUNTY OF TRAVIS]

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and Fort Bend County, hereinafter referred to as "Contractor". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on November 15, 1986, and shall terminate on November 14, 1988, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

Contractor shall conduct, in a satisfactory manner as determined by Department, a community development program in a nonentitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), hereinafter referred to as the Act. Contractor shall perform all activities in accordance with the terms of the Performance Statement, hereinafter referred to as Exhibit A; the Budget, hereinafter referred to as Exhibit B; the Project Implementation Schedule, hereinafter referred to as Exhibit C; the Applicable Laws and Regulations, hereinafter referred to as Exhibit D; the Certifications, hereinafter referred to as Exhibit E; the assurances, certifications, and all other statements made by Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period for performances rendered under this contract by Contractor, subject to the limitations set forth in this Section 4.

0458

1. It is expressly understood and agreed by the parties hereto that Department's obligations under this Section 4 are contingent upon the actual receipt of adequate state and/or federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Contractor in writing within a reasonable time after such fact is determined. Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

2. Department shall not be liable to Contractor for any costs incurred by Contractor, or any portion thereof, which has been paid to Contractor or is subject to payment to Contractor, or has been reimbursed to Contractor or is subject to reimbursement to Contractor by any source other than Department or Contractor.

3. Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 6(B) of this contract.

4. Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.

5. Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been billed to Department by Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Completion referred to in Section 8 (C) of this contract.

6. Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract.

B. Excess Payments

Contractor shall refund to Department any sum of money which has been paid to Contractor by Department, which Department determines has resulted in overpayment to Contractor, or which Department determines has not been spent by Contractor strictly in accordance with the terms of this contract. Such refund shall be made by Contractor to Department within thirty (30) working days after such refund is requested by Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of Four Hundred Thousand and no/100 Dollars ($400,000.00).

SECTION 5. METHOD OF PAYMENT

A. Contractor shall submit to Department a properly completed Request for Advance or Reimbursement Form 270, as specified by Department, as often as actually needed. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such Request.

B. Contractor's requests for advance shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties hereto that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Contractor shall comply with Office of Management and Budget (OMB) Circular A-102 as supplemented by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act of 1981 (TEX.REV.CIV.STAT.ANN.art.4413 (32g).), hereinafter referred to as the Management Standards, except to the extent that Department establishes variations from the Management Standards in accordance with Section 6 of such Act.

B. The allowability of costs incurred for performances rendered hereunder shall be determined in accordance with OMB Circular A-87, as supplemented by Section 5.150 of the Management Standards, and this contract.

C. Contractor shall comply with the standards set forth in Attachment E of OMB Circular A-102 as supplemented by Section 5.156 of the Management Standards to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and Contractor shall provide reports of program income to Department with each form submitted by Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by Contractor during the period of this contract shall be retained by Contractor and utilized by Contractor to fund performances specified in this contract, in the manner specified hereunder, prior to requesting additional funds from Department.

3. At least sixty (60) days prior to the termination of this contract. Contractor shall submit a plan to Department for its approval which specifies the manner in which Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified hereunder. In the event Department does not approve the plan submitted by Contractor, Contractor shall return such program income to Department within thirty (30) working days after receipt of Department's notification of disapproval.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this contract. Contractor shall comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as supplemented by Section 5.154 of the Management Standards.

B. Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, and Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location.

C. Contractor shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. Contractor shall submit to Department such reports on the operation and performance of this contract as may be required by Department including but not limited to the reports specified in this Section 8.

B. Contractor shall submit to Department no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by Department and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. Contractor shall submit a Certificate of Completion to Department no later than sixty (60) days after the termination of the contract. The Certificate of Completion shall be in a format prescribed by Department and shall include a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Contractor fails to submit to Department in a timely and satisfactory manner any report required by this contract, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor hereunder. If Department witholds such payments, it shall notify Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

SECTION 9. MONITORING

Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports notes deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Department is contracting with Contractor as an Independent Contractor, and that Contractor, as such, agrees to hold Department harmless and to indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Contractor under this contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining Department's prior written approval. Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after Contractor has submitted a Subcontractor Eligibility form, as specified by Department, for each such proposed subcontract, and Contractor has obtained Department's prior written approval, based on the information submitted, of Contractor's intent to enter into such proposed subcontract. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Contractor obtain Department's prior written approval of a subcontractor's eligibility, be construed as relieving Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Contractor.

C. Department's approval under Section 11 does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance hereunder. Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

D. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract.

E. Department shall maintain an escrow retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. CONFLICT OF INTEREST

A. Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by Contractor.

B. Contractor shall ensure that no employee, officer, or agent of Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her

immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract.

C. Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

SECTION 13. SECTARIAN ACTIVITY

None of the performances rendered by Contractor under this contract shall involve, and no portion of the funds received by Contractor under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship.

SECTION 14. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services Contractor has obligated itself to perform hereunder.

B. The person or persons signing and executing this contract on behalf of Contractor, or representing themselves as signing and executing this contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances, and provisions herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Contractor is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has suspended or terminated this contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

Contractor shall give Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance of any subcontract hereunder; and 2) any claim against Contractor, the cost and expense of which Contractor may be entitled to have reimbursed by Department. Except as otherwise directed by Department, Contractor shall furnish immediately to Department copies of all pertinent papers received by Contractor with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to Department by Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the Texas Community Development Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performances under this contract are amended by the provisions of the TCDP Project Implementation Manual and any amendments thereto and may further be amended in the following manner: Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Executive Director of Department in the form of TCDP issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Contractor, as if written herein, provided however that said policy directives and any amendments to said Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 4 of this contract to reimburse costs incurred by Contractor prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring Department's prior written approval provided that:

1) The cumulative dollar amount of all transfers among direct budget categories is equal to or less than five percent (5%) of the total amount of this contract as specified in Section 4 (C) herein;

2) The transfer will not change the scope or objective of the projects funded under this contract; and

3) Contractor submits a budget revision report to Department, on a form specified by Department, simultaneously with the submission of Contractor's first Request for Advance Form 270 following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

Notwithstanding the provisions of Texas Civil Statutes, Article 601f, in the event that Contractor fails to comply with any term of this contract, Department may, upon written notification to Contractor, suspend this contract in whole or in part and withhold further payments to Contractor, and prohibit Contractor from incurring additional obligations of funds under this contract.

SECTION 18. TERMINATION

A. Department shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever Department determines that Contractor has failed to comply with any term of this contract. Department shall notify Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder. Department shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by Department of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, Contractor shall not be relieved of any liability to Department for damages due to Department by virtue of any breach of this contract by Contractor. Department may withhold payments to Contractor until such time as the exact amount of damages due to Department from Contractor is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. Unless otherswise directed by Department, Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Contractor shall submit to Department notice of the projected completion date of each audit required under this section within sixty (60) days prior to the last day of each of Contractor's fiscal years included within the contract period specified in Section 2 herein;

2. Contractor shall have an audit made in accordance with the Single Audit Act of 1984, P.L. 98-502, and OMB Circular No. 128, "Audits of State and Local Governments", 50 Fed. Reg. 19114 (May 6, 1985), for any of its fiscal years included within the contract period specified in Section 2 of this contract in which Contractor receives more than $25,000 or more in Federal financial assistance. For purposes of this Section 19, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

3. At the option of Contractor, each audit required by this section may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered federal funds.

4. Nothwithstanding Section 4 (a)(5) and Section 4 (a)(6), Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided however that Department shall not make payment for the cost of such audit services until Department has received such audit report from Contractor; and,

5. Unless otherwise specifically authorized by Department in writing, Contractor shall submit the report of such audit to Department within thirty (30) days after the completion of the audit, but no later than one year after the end of the audit period. Audits performed under Subsection A of this Section 19 are subject to review and resolution by Department or its authorized representative.

B. Notwithstanding Subsection A of this Section 19, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Contractor agrees to permit Department or its authorized representative to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. Contractor understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as Department may require of Contractor.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. Contractor understands and agrees that by the execution of this contract Contractor shall assume the responsibilities for environmental review, decision-making, and other action which would otherwise apply to Department under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, Contractor further understands and agrees that Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1) The payment of reasonable planning and administrative costs related to the project;

2) Environmental studies, including environmental clearance activities required by this Section; and,

3) The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

C. Contractor shall prepare a written Environmental Assessment on its activities in accordance with 24 C.F.R. Part 58, Subpart F, and the TCDP Project Implementation Manual. Contractor must then follow the steps specified in this subsection to ensure compliance with the National Environmental Policy Act (NEPA). When the Environmental Assessment is completed, Contractor must follow one of the following two (2) procedures. The first is a Finding of Significant Impact, in which the Request for Release of Funds for the project is an action which may significantly affect the quality of the human environment. If this is the case, Contractor must then prepare an Environmental Impact Statement in accordance with Subpart H or Subpart I of 24 C.F.R. Part 58. The second and more common procedure must be followed for all projects not requiring an Environmenal Impact Statement. Contractor in this instance must publish, in the manner prescribed in 24 C.F.R. Sections 58.43 and 58.44, a combined legal notice in a single publication: A Finding of No Significant Impact, and a Notice of Intent to Request Release of Funds. In the first part of this notice, Contractor certifies that, as a result of the Environmental Assessment, the project is not an action which may or will significantly affect the quality of the human environment. Contractor shall then provide the public with at least 15 calendar days to comment on this combined notice following its publication date, unless exceptional circumstances exist as specified in 24 C.F.R. Section 58.46. If no unresolved problems occur, Contractor must then concurrently submit to Department the following documents: 1) a Publisher's Affadavit and Certification form, for the combined legal notice; and 2) a Request for Release of Funds form. Upon receipt of such documents, Department must allow a 15 calendar days comments period to expire before it can formally release any project funds which are subject to the environmental review regulations. Contractor must comply with all other applicable environmental requirements as specified in Exhibit D of this contract. Contractor shall document its compliance with such other requirements in its environmental review file.

SECTION 21. MINORITY PARTICIPATION

A. Contractor shall ensure that at least fifteen percent (15%) of the funds subcontracted under this contract are awarded to minority businesses. Not more than twenty-five percent (25%) of the fifteen percent (15%) requirement may be satisfied by the subcontracting of administrative services to minority businesses or minority group members. In the event Contractor's prime contractor does not subcontract any portion of the construction work funded under this contract, Contractor shall ensure that at least fifteen percent (15%) of the work force employed by such prime contractor is composed of minority group members.

B. Contractor shall ensure that at least zero percent (0%) of the work force employed by Contractor on construction projects funded under this contract is composed of minority group members. Not more than twenty-five percent (25%) of the zero percent (0%) requirement may be satisfied by the subcontracting of administrative services to minority businesses or minority group members.

C. For the purpose of this Section 21, the following words and terms shall have the following meanings:

1. "Minority business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, if at least 50 percent of the business is owned by minority group members or, in the case of a corporation, at least 51 percent of its shares are owned by minority group members.

2. "Minority group members" are Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, American Indians, Pacific Islanders, and Alaskan Natives.

3. "Administrative services" include management consultants, engineers, architects, appraisers, auditors, attorneys, accountants, and other professionals.

D. None of the requirements of this Section 21 shall apply if the percentage of the total population of Contractor's jurisdiction composed of minority group members is less than five percent (5%).

SECTION 22. SPECIAL CONDITIONS

A. Department shall not release any funds for any costs incurred by Contractor under this contract until Department has received certification from Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this contract. Department shall specify the content and form of such certification.

B. Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Department receives a properly completed Depository/Authorized Signators Form, as specified by Department, from Contractor.

C. Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until Contractor has received the applicable prevailing wage rates from Department.

D. Contractor shall provide documentation to Department that the final plans and specifications for its water or sewerage system improvements have been approved by the Texas Department of Health prior to construction and prior to Department's release of funds for such activities. Such documents shall be sent to the Texas Department of Health, Water Hygiene Division, Plan Review Branch in Austin, Texas, and shall be identified as activities being financed through the Texas Department of Community Affairs.

SECTION 23. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 2 Pages
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 2 Pages
5. Exhibit E, Certifications, 1 Page

WITNESS OUR HANDS EFFECTIVE NOVEMBER 15, 1986.

Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge
Fort Bend County

Approved and accepted on behalf of the Texas Department of Community Affairs.

Bob Williams, Executive Director
Texas Department of Community Affairs

This contract is not effective unless signed by the Executive Director of the Texas Department of Community Affairs or by his authorized designee.

PERFORMANCE STATEMENT

Exhibit A

FORT BEND COUNTY

Contractor shall carry out the following activities in the target area identified on the map in its 1986 Community Development application:

Section 1. Water and Sewer Facilities

Contractor shall install a two hundred ten (210) gallon per minute water well, a pressure tank with compressor and accessories, auxiliary power thirty (30) k.w., yard piping, electrical controls, chlorination system, and site preparation to include fencing and roads to the facility. This water improvement shall include a distribution system of one thousand seven hundred linear feet (1,700') of ten inch (10") P.V.C. water line, five thousand two hundred linear feet (5,200') of eight inch (8") P.V.C. water line, two thousand five hundred fifty linear feet (2,550') of six inch (6") P.V.C. water line, three thousand three hundred linear feet (3,300') of four inch (4") P.V.C. water line, four thousand linear feet (4,000') of two inch (2") P.V.C. water line, sixteen (16) fire hydrants with auxiliary valve tee, thirty-four (34) gate valves and boxes and miscellaneous fittings. This activity shall include two hundred eighty-nine (289) service connections. One thousand fifty-eight (1,058) persons shall benefit from this project, of which one thousand ten (1,010) or ninety-five percent (95%) are of low to moderate income. Contractor shall carry out all acquisition of needed real property, easements and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et.seq.) and HUD implementing regulations (24 C.F.R. Part 42). Contractor shall use the bid/contract process to complete this activity, utilizing Three Hundred Thirty-one Thousand Five Hundred and no/100 Dollars ($331,500.00) of contract funds.

Section 2. Acquisition

Contractor shall acquire all sites and easements in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et.seq.) and HUD implementing regulations (24 C.F.R. Part 42). Contractor shall acquire one (1) acre of land for the water treatment plant and easements, utilizing Ten Thousand and no/100 Dollars ($10,000.00) of contract funds.

Section 3. Engineering

Contractor shall utilize Thirty-one Thousand Five Hundred and no/100 Dollars ($31,500.00) of contract funds to pay for all project related engineering services, including surveying, preliminary and design plans and specifications, all interim and final inspections, and all special services.

Section 4. Administration

Contractor shall utilize Twenty Seven Thousand and no/100 Dollars ($27,000.00) of contract funds of to carry out all project administration activities including the costs associated with the required program compliance and fiscal audit. It is further understood that any costs above this contract amount incurred by Contractor for these activities shall be paid for with local funds.

FORT BEND COUNTY

01200

BUDGET

Exhibit B

0032

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1.	Water and Sewer Facilities	$ 331,500.00	$ 0.00	$ 331,500.00
2.	Solid Waste Disposal Facilities	$	$	$
3.	Other Public Utilities (Gas)	$	$	$
4.	Street Improvements	$	$	$
5.	Flood and Drainage Facilities	$	$	$
6.	Neighborhood Facilities/ Community Centers	$	$	$
7.	Senior Centers	$	$	$
8.	Centers for the Handicapped/ Sheltered Workshops	$	$	$
9.	Parks, Playgrounds, and other Recreational Facilities	$	$	$
10.	Fire Protection Facilities and Equipment	$	$	$
11.	Parking Facilities	$	$	$
12.	Pedestrian Malls and Walkways	$	$	$
13.	Specially Authorized Assistance to Privately Owned Utilities	$	$	$
14.	Specially Authorized Public facilities and Improvements	$	$	$
15.	Public Services (LIMITED TO 15% OF REQUEST)	$	$	$
16.	Interim Assistance	$	$	$
17.	Rehabilitation of Private Properties	$	$	$

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
18.	Rehabilitation of Public Residential Structures	$	$	$
19.	Public Housing Modernization	$	$	$
20.	Clearance Demolition Activities	$	$	$
21.	Historic Preservation	$	$	$
22.	Removal of Architectural Barriers	$	$	$
23.	Code Enforcement	$	$	$
24.	Acquisition	$ 10,000.00	$ 0.00	$ 10,000.00
25.	Relocation Payments and Assistance	$	$	$
26.	Economic Development Loan	$	$	$
27.	Economic Development Interest Subsidy	$	$	$
28.	Economic Development Loan Guarantee	$	$	$
29.	Special Activities by Local Development Corporations, Etc.	$	$	$
30.	Engineering/Architectural Services (Total for all construction accounts)	$ 31,500.00	$ 0.00	$ 31,500.00
31.	Planning and Urban Environmental design (NOT TO EXCEED 16%)	$	$	$
32.	General Administration	$ 27,000.00	$ 0.00	$ 27,000.00
	TOTALS	$ 400,000.00	$ 0.00	$ 400,000.00

FORT BEND COUNTY

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

CATEGORY NAME AND LINE NUMBER (As indicated on Budget, Exhibit B)	1986		1987												1988											
	4TH QUARTER		1ST QUARTER			2ND QUARTER			3RD QUARTER			4TH QUARTER			1ST QUARTER			2ND QUARTER			3RD QUARTER			4TH QUARTER		
	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
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General Admin.																										
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THE APPLICABLE LAWS AND REGULATIONS

Exhibit D

Contractor shall comply with the Act specified in Section 3 of this contract and with the rules and regulations promulgated thereunder pertaining to the State's Program in 24 C.F.R. Part 570, as amended; the OMB Circulars and the Management Standards specified in Section 6 of this contract; Treasury Circular 1075 (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et.seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.);

Executive Order 11063, as amended by Executive Order 12249, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specifiedin 24 C.F.R. 107.60'

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 48 Fed. Reg. 22470 (May 18, 1983) and 48 Fed. Reg. 27528 (June 15, 1983); and Section 502 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 792); and

The Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et. seq.).

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.); and,

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u).

IV. LEAD-BASED PAINT

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831).

V. ENVIRONMENTAL STANDARDS

Environmental Review Procedures for Title I Community Development Block Grant Programs, 24 C.F.R. Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982);

National Environmental Policy Act of 1969 (42 U.S.C. Sec. 4321 et. seq.) and 40 C.F.R. Parts 1500-1508;

The National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et. seq.) as amended; particularly Section 106 (16 U.S.C. Sec. 470f);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 Fed. Reg. 8921), particularly Section 2(c);

The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the archeological and Historic Preservation Act of 1974;

Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a(a) and Sec. 4106(a));

Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2(a);

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Sections 2 and 5;

The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d));

The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424(e) (42 U.S.C. Sec. 300h-303(e));

The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536);

The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c));

The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); and,

24 C.F.R. Part 51, Environmental Criteria and Standards.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.).

CERTIFICATIONS

EXHIBIT E

I, Jodie E. Stavinohn, County Judge, certify with respect to the expenditure of funds provided under this contract by Fort Bend County that;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH PUBLIC LAW 88-352 AND PUBLIC 90-284, AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME WHO ARE NOT PERSONS OF VERY LOW INCOME, CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

Jodie E. Stavinohn DATE: 2/9/87

Jodie E. Stavinohn
County Judge
Fort Bend County

LAIDLAW

Fort Bend County Sanitary Landfill
P.O. Box 143
Rosenberg, Texas 77471

RECEIVED
FEB 2 1987
COUNTY JUDGE

January 31, 1987

Honorable Judge Jodie E. Stavinoha
Fort Bend County Judge and Commissioners Court
Fort Bend County Courthouse
Richmond, Texas 77469

Subject: Ft. Bend County Landfill Proposed Rate Increase

Gentlemen:

On February 9th, 1987, I will come before you to request a rate increase of $.35 per cubic yard. Additionally, we are requesting an increase from $7.00 to $8.00 per cubic yard for Municipal Waste Water Treatment Sludge, both to become effective April 1, 1987.

Our last increase from $3.00 to $3.50 was instituted October 1, 1985. While fixed costs are increasing at approximately 5%, variable costs are shown to be increasing at the rate of 25% annually, with as much as 15% of this increase coming within the last 90 days. As additional information, our closest competitor is currently charging $4.40 per cubic yard with an increase planned for spring.

We are requesting this increase well in advance of the proposed effective date in order to give our customers and the community in general, ample opportunity to prepare for the change in rates. As always, you may feel assured that the landfill staff will put forth a concerted effort to present this transition in the most favorable light.

Sincerely,

LAIDLAW WASTE SYSTEMS, INC.

Jeanne L. Kaiser

Jeanne L. Kaiser
Landfill Division Manager

JLK:

cc: Mr. Johnnie Pustka - Commissioner Precinct 1
Mr. Ben Denham - Commissioner Precinct 2
Mr. Alton B. Pressley - Commissioner Precinct 3
Mr. Bob Lutts - Commissioner Precinct 4
Mr. Stanley Kucherka Jr. - Fort Bend County Engineer

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF FAYETTE

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Fayette, hereinafter referred to as "Fayette".

WHEREAS, Fayette desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fayette has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Fayette in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Fayette mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Fayette monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Fayette to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Fayette, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Fayette being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Fayette (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Fayette being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Fayette upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 24th day of December, 1986.

THE COUNTY OF FAYETTE, TEXAS

Dean R Beck
, County Judge

ATTEST:

Irene Pratka

Irene Pratka , County Clerk

SIGNED this 9 day of February, 1987.

THE COUNTY OF FORT BEND, TEXAS

John E. Thurmond
Fort Bend , County Judge

ATTEST:

Dianne Wilson
Fort Bend , County Clerk

APPROVED:

Sterling Moore
Sterling Moore
Acting Chief

Mr. Sterling Moore, request approval of new grant for Juvenile Correction program for serious & repeat offenders:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until February 16, 1986 for referral to Juvenile Board.

Mr. Sterling Moore, approval of interlocal agreement with Fayette County for the housing of juveniles:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with Fayette County for housing of juveniles at $55.00 per day. (Recorded in minutes in full)

11. CONSIDER APPOINTMENT OF MEMBERS TO THE COUNTY HISTORICAL COMMISSION FOR 1987-88:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve appointment of members to the County Historical Commission for 1987-88 as presented by Betty Anheiser, Chairman, with the addition of; (Recorded in minutes in full)

Adell Watson - Needville
Essa Means - Fresno
John W. Otto, Jr. - Needville

12. SHERIFF GUS GEORGE, RE: (1) ACCEPT $47.50 FROM KEITHANN DUKE AS PAYMENT FOR IMPOUNDED LIVESTOCK & REBUDGET INTO GENERAL FUND; (2) AUTHORIZE PAYMENT OF $10.00 TO DEP. RONALD STASNEY AS REIMBURSEMENT FOR THE FEEDING & CARING OF IMPOUNDED LIVESTOCK; (3) ACCEPT CHECK IN THE AMOUNT OF $458.85 FROM ALLSTATE INS. FOR DAMAGES TO PATROL VEHICLE INVOLVED IN AUTO ACCIDENT WITH THEIR INSURED & REBUDGET INTO THE GENERAL FUND; (4) ACCEPT CHECK IN THE AMOUNT OF $4,802.41 FROM CITY OF MISSOURI CITY AS PAYMENT OF THEIR SHARE OF OPERATING COSTS FOR FORT BEND COUNTY LAW ENFORCEMENT ACADEMY & BUDGET INTO ACADEMY ACCOUNT:

Sheriff Gus George, accept $47.50 from Keithann Duke as payment for impounded livestock & rebudget into General Fund:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept $47.50 from Keithann Duke as payment for impounded livestock & rebudget in General Fund.

Authorize payment of $10.00 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve payment of $10.00 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock. (Recorded in minutes in full)

Accept check in the amount of $458.85 from Allstate Ins. for damages to patrol vehicle involved in auto accident with their insured & rebudget into the General Fund:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $458.85 from Allstate Ins. for damages to patrol vehicle involved in auto accident with their insured & rebudget into the General Fund. (Recorded in minutes in full)

Accept check in the amount of $4,802.41 from City of Missouri City as payment of their share of operating costs for Fort Bend County Law Enforcement Academy & rebudget into Academy account:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept check in the amount of

FORT BEND COUNTY HISTORICAL COMMISSION
1987-1988

// 01210

0032

Mrs. James Adams (Jean)	Rt. 2, Box 24-C-3, Richmond	342-3100
Mrs. Marjorie Adams	Rt. 1, Box 88, Beasley 77417	w.342-5946
Mrs. Leon Anhaiser (Bettye)	803 Venice, Sugar Land	494-2046
Mrs. S. B. Beard (Esther)	Rt. 1, Box 74, Guy 77444	1-409-742-3332
Mr. James L. Boone	615 Nelius Rd.#5,Bellville 77418	1-409-865-2912
Mrs. R. H. Brandstetter (Rosalie)	2805 Avenue J, Rosenberg	342-6272
Mrs. Ellis Brooks (Vernell)	607 Kyle, Sugar Land	494-3669
Mrs. Robin Buddecke (Rosemary)	210 South 9th, Richmond	342-8777
Mrs. Mayde W. Butler	109 Hillcrest Dr., Richmond	342-2088
Mrs. Hugh Cole (Zora Dell)	P. O. Box 75, Richmond	232-4547
Mr. Orin Covell	1826 Landmark, Richmond	342-9139
Mrs. John Cox (Betty)	2702 Broadmoor Cr., Missouri City	437-9692
Mr. Arnie Danove	810 Brooks St., Rosenberg	342-1662
Mrs. D. Y. Fisher (Dorothy)	1123 Fifth, Rosenberg	232-9341
Mrs. Marsha Gaines	P. O. Box 1167, Fresno 77545	w.342-3411
Mrs. Shad Graham (Ruth)	P. O. Box 54, Missouri City	499-1204
Mrs. Hulon Hall (Marcie)	902 Front, Richmond	342-4038
Miss Priscilla Hauger	315 Main, Richmond	342-6478
Mrs. Cyril Humpola (Lillian)	1203 Elizabeth, Rosenberg	342-8519
Mrs. Herman Kalwitter (Jane Ann)	1003 Edgewood Dr., Richmond	342-4773
Mrs. Walter Lalley (Ruth)	3431 FM 1092, Missouri City	499-1166
Mrs. Milton R. Lane (Myrtis)	1314 3rd St., Rosenberg	342-5215
Mr. Rocky Lane	1121 Carlisle, Rosenberg	232-2440
Mrs. Robert Lindsey (Kathleen)	P. O. Box 1047, Rosenberg	342-4523
Mrs. T. E. McCarty (Ercel)	1801 Laurel Oaks, Richmond	342-1764
Mrs. Tom McColloch (Willie)	608 Union, Richmond	232-3370
Mrs. Guy McNutt (Angela)	2536 Live Oak, Rosenberg	342-4120
Mr. Jack Moore	2006 Briar Lane, Richmond	342-6163
Mr. Michael R. Moore	P. O. Box 251, Richmond	342-6478
Mr/Mrs. A. E. Myers	417 South 11th, Richmond	342-5586
Mr/Mrs. Herbert Nowotny	3302 Rosenberg, Needville	1-409-793-4462
Mrs. Victor Novosad	702 Oyster Creek Dr., Sugar Land	494-2325
Mrs. John Ott (Virginia)	214 Queens Ct., Stafford	499-9420
Mrs. Bob Phillips (Rita)	Drawer P, Simonton	346-1365
Mrs. Jack Price (Mary)	Rt. 3, Box 790, Rosharon 77583	
Mr/Mrs. James Prowell (Janice)	400 Hillcrest Dr., Richmond	342-3437
Mrs. Grady O. Ray (Martha)	816 8th St., Rosenberg	232-4788
Mrs. George Reading (Antoinette)	1314 Courtney Dr., Richmond	342-2644
Mrs. Richard D. Redd (Michael)	5820 Zunker Rd., Rosenberg	232-2432
Mrs. P. S. Reed (Jane)	400 South 3rd St., Richmond	232-4444
Mrs. John C. Rogers (Nixie)	1023 Lindsey Dr., Rosenberg	342-4147
Mr. T. C. Rozelle	P. O. Box 466, Sugar Land	494-2485
Mrs. Herbert Ryan (Dorothy)	1722 Bernie, Rosenberg	232-5147
Mrs. A. Y. Scarborough (Virginia)	111 Long Dr.,Ct., Richmond	342-2323
Mr. Franklin R. Schodek	2103 Dowling, Richmond	232-3400
Mrs. Robert Schumann (Alice)	P. O. Box 366, Sugar Land	494-3643
Mr. Richard Selleh	Box 2D, Thompsons 77481	545-8741
Mrs. S. R. Selleh (Goldie)	Box 68, Thompsons	545-8876
Mrs. Louis Senkel (Vi)	1108 5th St., Rosenberg	342-2210
Mrs. Robert Seydler (Maidie)	1500 4th St., Rosenberg	342-4740
Mr. Russell Sharp	706 Santa Maria, Sugar Land	494-3979
Mrs. J. O. Terry (Agnes)	11510 South Garden, Houston 77071	774-2496
Mr. Bob Vogelsang	1208 2nd St., Rosenberg	342-1649
Mrs. W. R. Walker (Mildred)	1412 Evergreen Ct., Richmond	232-4717
Mrs. R. L. Wallace (Mildred)	P. O. Box 297, Richmond	232-5686
Mrs. R. S. Werner (Ruth)	1111 Edgewood Dr., Richmond	342-8381
Mrs. H. A. Willey (Carmen)	1607 Farm Rd. 359, Richmond	342-5041
Mrs. Joe Yelderman (Ada Frances)	Box 303, Needville	1-409-793-6166
Miss Pauline Yelderman	P. O. Box 614, Rosenberg	232-4583
Mrs. Roann Cartwright	3300 Twelve Oaks, Missouri City	499-1436
Mr. Joe Scarpinato	12831 Rose Ann, Stafford	499-5502
Mrs. Walter McMeans (Jane)	302 Oyster Creek Dr., Sugar Land	494-3485
Mr. Vernon P. Eschenfelder, Jr.	1723 Pecan Lane, Stafford	499-1175

Adell Watson, P.O. Box 308, 1442 Hubenak Rd., Needville Tx. 77461 793-6535
Edna Wilson, 126 Palmetto, Fresno, Tx. 77545 431-2639

COUNTY COMMISSIONERS, COUNTY JUDGE, AND MAYORS ARE EX-OFFICIO MEMBERS.
PRESIDENTS OF HERITAGE ORGANIZATIONS IN THE COUNTY ARE ALSO EX-OFFICIO MEMBERS.

John Wesley Cole Jr., 13110 Colony Rd., Needville, Tx. 77461 793-6135

Please add or subtract to this list if you so please.

01211

0032

Appointments to the FORT BEND County Historical Commission for the 1987-88 Term:

CHAIRMAN Bettye Anhaiser
Address 803 Venice
City Sugar Land, Tex. Zip 77478
Phone 494-2046

Member Jean Adams
Address Rt. 2, Box 24-C-C
City Richmond, Tex. Zip 77469
Phone (713) 342-3100

Member Marjorie Adams
Address Rt. 1, Box 88
City Beasley, Tex. Zip 77417
Phone 342-5946

Member Bettye Anhaiser
Address 803 Venice
City Sugar Land, Tex. Zip 77478
Phone 494-2046

Member Esther Beard
Address Rt. 1, Box 74
City Guy, Tex. Zip 77444
Phone (409) 742-3322

Member James L. Boone
Address 615 Nelius Rd. #5
City Bellville, Tex. Zip 77418
Phone (409) 865-2912

Member Rosalie Brandstetter
Address 2805 Avenue J
City Rosenberg, Tex. Zip 77471
Phone 342-6272

Member Vernell Brooks
Address 607 Kyle
City Sugar Land, Tex. Zip 77478
Phone 494-3669

Member Rosemary Buddecke
Address 210 So. 9th St.
City Richmond, Tex. Zip 77469
Phone 342-8777

Member Mayde W. Butler
Address 109 Hillcrest Dr.
City Richmond, Tex. Zip 77469
Phone 342-2088

Member Roann Cartwright
Address 3300 Twelve Oaks
City Missouri City, Tex. Zip 77459
Phone 499-1436

Member Zora Dell Cole
Address P. O. Box 75
City Richmond, Tex. Zip 77469
Phone 232-4547

JODIE E. STAVINOHA, COUNTY JUDGE
County Judge, Presiding Officer
Commissioners' Court

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

February 9, 1987
Date

Appointments to the FORT BEND County Historical Commission for the 1987-88 term.

01212

0032

MEMBER
~~CHAIRMAN~~ Orin Covell
Address 1826 Landmark
City Richmond, Tex. Zip 77469
Phone 342-9139

Member Betty Cox
Address 2702 Broadmoor Circle
City Missouri City Zip 77459
Phone 437-9692

Member Mr. Arne Danove
Address P. O. Box 1482
City Rosenberg, Tex. Zip 77471
Phone 342-1662

Member Dorothy Fisher
Address 1123 Fifth St.
City Rosenberg, Tex. Zip 77471
Phone 232-9341

Member Marsha Gaines
Address P. O. Box 1167
City Fresno, Tex. Zip 77545
Phone 342-3411

Member Ruth Graham
Address P. O. Box 54
City Missouri City, Tx. Zip 77459
Phone 499-1204

Member Marcie Hall
Address 902 Front St.
City Richmond, Tex. Zip 77469
Phone 342-4038

Member Priscilla Hauger
Address 315 Main
City Richmond, Tex. Zip 77469
Phone 342-6478

Member Lillian Humpola
Address 1203 Elizabeth
City Rosenberg, Tex. Zip 77471
Phone 342-8519

Member Jane Ann Klawitter
Address 1003 Edgewood Dr.
City Richmond, Tex. Zip 77469
Phone 342-4773

Member Ruth Lalley
Address 3431 FM-1092
City Missouri City, Tx. Zip 77459
Phone 499-1166

Member Myrtis Lane
Address 1314 Third St.
City Rosenberg, Tex. Zip 77471
Phone 342-5215

County Judge, Presiding Officer
Commissioners' Court

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

Date

01213

Appointments to the FORT BEND County Historical Commission for the 1987-88 Term:

0032

MEMBER
~~CHAIRMAN~~ Rocky Lane
Address 1121 Carlisle
City Rosenberg, Tex. Zip 77471
Phone 232-2440

Member Kathleen Lindsey
Address P. O. Box 1047
City Rosenberg, Tex. Zip 77471
Phone 342-4523

Member Ercel McCarty
Address 1801 Laurel Oaks
City Richmond, Tex. Zip 77469
Phone 342-1764

Member Mrs. Willie McColloch
Address 608 Union
City Richmond, Tex. Zip 77469
Phone 232-3370

Member Jane McMeans
Address 302 Oyster Creek Dr.
City Sugar Land, Tex. Zip 77478
Phone 494-3485

Member Angela McNutt
Address 2536 Live Oak
City Rosenberg, Tex. Zip 77471
Phone 342-4120

Member Essa Means (Ms.)
Address 126 Palmetto
City Fresno, Tex. Zip 77545
Phone 431-2639

Member Jack Moore
Address 2006 Briar Lane
City Richmond, Tex. Zip 77469
Phone 342-6163

Member Michael R. Moore
Address P. O. Box 251
City Richmond, Tex. Zip 77469
Phone 342-6478

Member A. E. Myers
Address 417 So. 11th
City Richmond, Tex. Zip 77469
Phone 342-5586

Member Mrs. A. E. Myers
Address 417 So. 11th
City Richmond, Tex. Zip 77469
Phone 342-5586

Member Herbert Nowotny
Address 3302 Rosenberg St.
City Needville, Tex. Zip 77461
Phone (409) 793-4462

County Judge, Presiding Officer
Commissioners' Court

Date

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

Appointments to the FORT BEND County Historical Commission for the 1987-88 Term:

01214

0032

MEMBER ~~CHAIRMAN~~ Mrs. Herbert Nowotny
Address 3302 Rosenberg St.
City Needville, Tex. Zip 77461
Phone (409) 793-4462

Member Maurice Novosad (Mrs.)
Address 702 Oyster Creek
City Sugar Land, Tex. Zip 77478
Phone 494-2325

Member Virginia Ott
Address 214 Queens Ct.
City Stafford, Tex. Zip 77477
Phone 499-9420

Member John Wesley Otto, Jr.
Address 13110 Colony Rd.
City Needville, Tex. Zip 77461
Phone (409) 793-6135

Member Rita Phillips
Address Drawer P
City Simonton, Tex. Zip 77476
Phone 346-1365

Member Mary Price
Address Rt. 3, Box 790
City Rosharon, Tex. Zip 77583
Phone

Member James Prowell
Address 400 Hillcrest Dr.
City Richmond, Tex. Zip 77469
Phone 342-3437

Member Janice Prowell
Address 400 Hillcrest Dr.
City Richmond, Tex. Zip 77469
Phone 342-3437

Member Martha Ray
Address 816 8th St.
City Rosenberg, Tex. Zip 77471
Phone 232-4788

Member Antoinette Reading
Address 1314 Courtney Dr.
City Richmond, Tex. Zip 77469
Phone 342-2644

Member Michael Redd (Mrs.)
Address Rt. 1, Box 145T
City Rosenberg, Tex. Zip 77471
Phone 341-9409

Member Jane Reed
Address 400 So. 3rd St.
City Richmond, Tex. Zip 77469
Phone 232-4444

County Judge, Presiding Officer
Commissioners' Court

Date

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

Appointments to the FORT BEND County Historical Commission for the 1987-88 Term:

01215

0032

MEMBER
~~CHAIRMAN~~ Nixie Rogers
Address 1023 Lindsey Dr.
City Rosenberg, Tex. Zip 77471
Phone 342-4147

Member T. C. Rozelle
Address P. O. Box 466
City Sugar Land, Tex. Zip 77478
Phone 494-2485

Member Dorothy Ryan
Address 1722 BErnie
City Rosenberg, Tex. Zip 77471
Phone 232-5147

Member Virginia Scarborough
Address 111 Long Dr. Ct.
City Richmond, Tex. Zip 77469
Phone 342-2323

Member Joe Scarpinato
Address 12831 Rose Ann
City Stafford, Tex. Zip 77477
Phone 499-5502

Member Franklin R. Schodek
Address 2103 Dowling
City Richmond, Tex. Zip 77469
Phone 232-3400

Member Alice Schumann
Address P. O. Box 366
City Sugar Land, Tex. Zip 77478
Phone 494-3643

Member Richard Selleh
Address Box 2D
City Thompsons, Tex. Zip 77481
Phone 545-8741

Member Goldie Selleh
Address Box 68
City Thompsons, Tex. Zip 77481
Phone 545-8876

Member Vi Senkel
Address 1108 Fifth St.
City Rosenberg, Tex. Zip 77471
Phone 342-2210

Member Maidie Seydler
Address 1500 Fourth St.
City Rosenberg, Tex. Zip 77471
Phone 342-4740

Member Russell Sharp
Address 706 Santa Maria
City Sugar Land, Tex. Zip 77478
Phone 494-3979

County Judge, Presiding Officer
Commissioners' Court

Date

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

01216

Appointments to the FORT BEND County Historical Commission for the 1987-88 Term: 0032

MEMBER
~~CHAIRMAN~~ Agnes Terry
Address 11510 South Garden
City Houston, Tex. Zip 77071
Phone 774-2496

Member Bob Vogelsang
Address 1208 Second St.
City Rosenberg, Tex. Zip 77471
Phone 342-1649

Member Mildred Walker
Address 1412 Evergreen Ct.
City Richmond, Tex. Zip 77469
Phone 232-4717

Member Mildren Wallace
Address P. O. Box 297
City Richmond, Tex. Zip 77469
Phone 232-5686

Member Mr. Adell Watson
Address P. O. Box 308
City Needville, Tex. Zip 77461
Phone (409) 793-6535

Member Ruth Werner
Address 1111 Edgewood Dr.
City Richmond, Tex. Zip 77469
Phone 342-8381

Member Carmen Willey
Address 1607 FM-359
City Richmond, Tex. Zip 77469
Phone 342-5041

Member Ada Frances Yelderman
Address Box 303
City Needville, Tex. Zip 77461
Phone (409) 793-6166

Member Pauline Yelderman
Address P. O. Box 614
City Rosenberg, Tex. Zip 77471
Phone 232-4583

Member Vernon P. Eschenfelder, Jr.
Address 1723 Pecan Lane
City Stafford, Tex. Zip 77477
Phone 499-1175

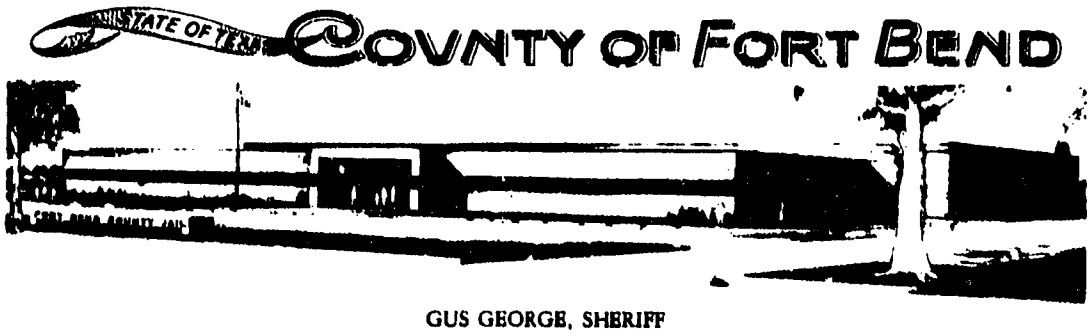
Member
Address
City Zip
Phone

Member
Address
City Zip
Phone

County Judge, Presiding Officer
Commissioners' Court

Date

Please return to: Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 2, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item(s) be included on the Commissioners' Court Agenda for Monday, February 9, 1987.

1) Accept cash money in the amount of $47.50 from Keethann Duke as payment for impounded livestock, and rebudget into the General Fund.

2) Authorize payment of $10.00 to Deputy Ronald L. Stasney as reimbursement for the feeding and caring of impounded livestock.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

QUOTATION

01218

Inquiry No. 0032

From Deputy Ronnie Stasney
Badge # 264
Unit # 3166

Date 1/30/87

Terms

Prices quoted are F.O.B.

To Fort Bend County

Delivery

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
One	Care and shelter of estray horse.	@$10. per day	10.00/xx
	Catch Fee @ per head	37.50/xx	37.50/xx
			47.50/xx

By Ronnie Stasney
Ronnie Stasney

DPS FORM 3448 LITHO IN U.S.A.

0032

Loose Livestock

AFFIDAVIT OF RECEIPT OF ESTRAY

CASE NO. 86-01-0389

DATE: 1-30-87

PERSON RECEIVING IMPOUNDED LIVESTOCK:
Name: Gary Fredrickson
Address: 15104 Lehmann Needville, Tx
Telephone: 793-6332

LOCATION LIVESTOCK IS TO BE PLACED:
15104 Lehmann Needville, Tx

DESCRIPTION OF LIVESTOCK
Breed: ~~Donkey~~ 1 Horse
Color: ~~Brown~~ Brown
Sex: ~~Male~~ Male
Age:
Weight:
Earmarks, Brand and other identifying characteristics:

HANDLING FEES PAID:
Hauling: $37.50 per head
Yardage: $10.00 per day per animal
Feed:
Advertising:
Commissions:
Clerk's Fees:
Other:

Total Fees: 47.50/xx.

THE STATE OF TEXAS
COUNTY OF Fort Bend

Before me, the undersigned authority, on this day personally appeared Keethann Duke, who being duly sworn, deposes and says:

"That on the 31 day of Jan, 1987, being the owner of the above described and impounded livestock, did receive the said livestock from the impounding authority and did pay to the persons entitled to receive them the estray handling fees described above."

Keethann Duke
OWNER

Sworn and subscribed before me this the 27 day of Jan, 1987.

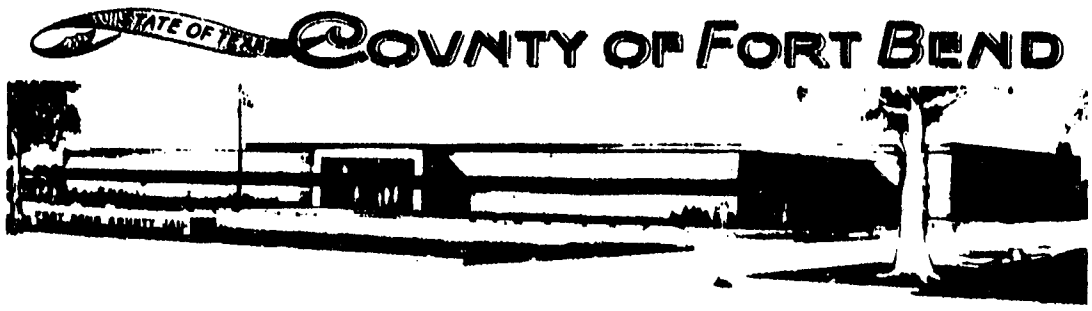
Judge Gary Fredrickson
Notary Public in and for Fort Bend County, Texas

APPROVED:

Sheriff, _____ County, Texas

12(3) 01220

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 4, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, February 9, 1987.

1) Accept check in the amount of $458.85 from Allstate Insurance Company for damages to patrol vehicle involved in automobile accident with their insured, and rebudget into the General Fund.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

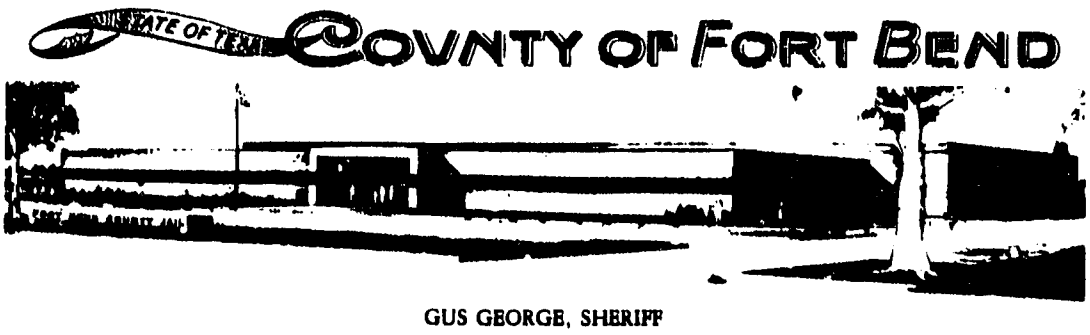
GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

12(4)

01221

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 4, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, February 9, 1987.

> Accept check in the amount of $4,802.41 from the City of Missouri City as payment of their share of operating costs for the year 1987 for the Fort Bend County Law Enforcement Academy and budget into the Academy Account.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

$4,802.41 from City of Missouri City as payment of their share of operating costs for Fort Bend County Law Enforcement Academy and rebudget into Academy Account. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF TWO NEW MEMBERS TO THE FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT #1 BOARD; AND APPROVE OFFICIAL BOND FOR THE TREASURER OF THIS DISTRICT:

Consider approval of two new members to the Fort Bend County Rural Fire Prevention District #1 Board:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until a later date.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve $500.00 bond & oath for Betty Jane Pawelek, Treasurer of this District. (Recorded in minutes in full)

14. MR. HANK ALLEN & MR. DAVID BLOMBERG, RE: DISCUSS THE JOB TRAINING PROGRAM IN FORT BEND COUNTY:

Hank Allen, David Blomberg and Bob Long discussed the job training program in Fort Bend County.

15. 10:00 A.M.- HOLD PUBLIC HEARING ON REPLAT OF CREEKSHIRE, SECTION 2 IN PRECINCT 3 AND CONSIDER TAKING ACTION ON SAME:

No public opposition.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of Creekshire, Section 2 in Precinct 3. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH SAN JACINTO JR. COLLEGE FOR E.M.S. TRAINING:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve renewed interlocal agreement with San Jacinto Jr. College for E.M.S. training as presented by Daniel Kosler. (Recorded in minutes in full)

17. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY & WHARTON COUNTY JUNIOR COLLEGE GOVERNING THE USE OF THE COUNTY LIBRARY BY RICHMOND SATELLITE CAMPUS STUDENTS:

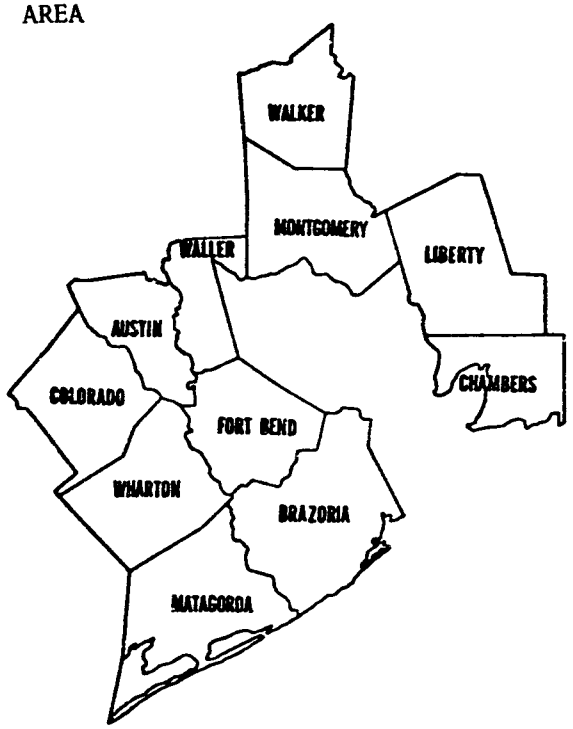
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Wharton County Junior College governing the use of the County Library by Richmond satellite campus students who live out of county. (Recorded in minutes in full)

18. ACCEPT DONATION OF FILE CABINET TO PRECINCT 1 CONSTABLE'S OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donation of file cabinet valued at $25.00 to Precinct 1 Constable's office.

01223 0032

PROGRAM AREA



JOB TRAINING PROGRAM

The Palacios Independent School District Job Training Program provides employment training services under the Job Training Partnership Act of 1982. Palacios I.S.D. operates the program on behalf of the Gulf Coast Private Industry Council.

The purpose of the Job Partnership Training Act is to provide training for adults and youth which will enable them to enter into the labor force and obtain productive employment.

ACTIVITIES

JOB SEARCH ASSISTANT TRAINING -

Job Search Assistance Training is designed to improve a client's job seeking skills. Participants receive training in goal setting, job finding methods, and interviewing skills. After completing the class training, the participant is sent out on job interviews.

WORK EXPERIENCE TRAINING -

Work experience training provides a client training through work experience in the public work sector. This work consists of part-time or short term employment. The program enhances the employability of participants by leading to or creating employment opportunities and upgrading job opportunities for individuals.

ON THE JOB TRAINING -

Individuals in On the Job training are employed in the public sector and the employer provides specific training to the client while on the job. This job placement activity provides for reimbursement to the employer of an amount equal to as much as fifty (50) percent of the entry-level salary of an employee. On the Job Training compensates the employer for extra-ordinary supervision and material costs and reduced productivity during the new employee's training period.

LIMITED WORK EXPERIENCE -

The objective of this activity is to provide work experience and classroom training at the same time. This combination provides the client with financial support while receiving training. These individuals are enrolled in an educational institution training program and they are enrolled in the Palacios program concurrently.

PREEMPLOYMENT SKILLS TRAINING -

The purpose of preemployment skills training is to improve the employability of youth participants and provide labor market information and job seeking skills. The participant receives training in communication skills, labor market information and vocation exploration. Participants that complete this training will be eligible to enter Try Out Employment.

TRY OUT EMPLOYMENT -

The objective of Try Out Employment is to enhance job prospects of youth by providing entry employment experience into the private sector. Up to 250 hours of compensation in lieu of wages will be paid to the client by the program. The Try Out Employment position is one for which participants would not usually be hired and vacancies in the position will not be refilled if the previous participant completed the try out employment and was not hired by the employer.

SUMMER YOUTH EMPLOYMENT AND TRAINING -

The Summer Youth program is directed toward economically disadvantaged youth between the ages of 14 and 21. Participants receive employment counseling, remedial education, work experience and other employment activities designed to prepare individuals for the labor market.

01224

#15

January 23, 1987

0032

TO: Commissioner Alton Pressley

FROM: Marsha P. Gaines

SUBJECT: [redacted] of Creekshire, Sec 2

As I had informed you earlier, the "Replat of Creekshire, Sec 2" was cleared. We collected $9,623.33 to cover rollback taxes, a supplemental for 1983 and individual lots for 1984 and 1985.

I appreciate your consideration in letting my office research and clear the property before approving the replat in Commissioners Court. I hope to see more plats and replats in your precinct come through this office before it is put on the agenda.

Marsha

P-L

Hearing Feb 9, 10 Am
Consider taking action.

AFFILIATION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS AND §
COUNTY OF FORT BEND §

This AGREEMENT is executed on the 1st day of January, 19 87, between the BOARD OF REGENTS OF SAN JACINTO COLLEGE, for and on behalf of the Emergency Medical Technology - Paramedic Department, hereinafter sometimes referred to as "COLLEGE" in this agreement, and Fort Bend County EMS, hereinafter sometimes referred to as "FACILITY" in this agreement, WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the COLLEGE be given the opportunity to utilize the FACILITY as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of the mutual benefits, the parties to this agreement agree as follows:

(1) The FACILITY will permit students of the COLLEGE to practice Emergency Medical Technology - Paramedic under the direct supervision and responsibility of the faculty of the COLLEGE. Individual faculty members will be responsible to the EMS Director, Preceptor, Supervisor, or Crew Person designated by the FACILITY for the Emergency Medical Technology - Paramedic activities of the students. A faculty member/instructor from the COLLEGE will be available on call.

(2) The number of distribution of students between the divisions of the FACILITY will be mutually agreed upon between

the COLLEGE and the FACILITY at the beginning of each semester.

(3) The period of assignment shall be during regular COLLEGE academic sessions except in the instance of special arrangements, such as for workshop participants.

(4) The COLLEGE will provide the FACILITY with the names of the students who are entitled to use the resources of the FACILITY under the terms of this agreement.

(5) The COLLEGE will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(6) The COLLEGE shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information which may come to them with respect to patient and hospital records.

(7) Representatives of the COLLEGE and the FACILITY shall meet as often as necessary to study the Emergency Medical Technology - Paramedic program and terms of this agreement and make such suggestions and changes as are needed.

(8) The COLLEGE will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the FACILITY. The COLLEGE will provide the FACILITY with a copy of the coverage.

(9) It is understood between the parties that under no circumstances is any member of the COLLEGE'S student body or faculty to be considered an agent or employee of the FACILITY.

(10) COLLEGE personnel, faculty, and students will be subject to the rules and regulations established by the FACILITY for the division of the FACILITY to which they are

assigned:

(A) the FACILITY will charge the COLLEGE no fees for Emergency Medical Technology - Paramedic practice opportunity afforded students; 0032

(B) students will be responsible for their own meals, laundry, and transportation to and from the FACILITY;

(C) the FACILITY will not be charged for services performed by COLLEGE personnel or students. The FACILITY shall provide to the students and faculty members of the COLLEGE emergency treatment without charge with respect to illness and injuries sustained while on duty with the assigned unit of the FACILITY.

(11) The COLLEGE hereby indemnifies and holds Fort Bend County EMS and Fort Bend County, Texas, its directors, officers, and employees harmless only insofar as it is authorized by law to do so, from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with, the activities of the COLLEGE, its faculty, students, employees, agents, and servants during the term of this agreement. The COLLEGE shall indemnify Fort Bend County EMS and Fort Bend County, Texas against and hold it harmless only insofar as it is authorized by law to do so, from any claim or cause of action asserted against the FACILITY arising from accident, injury or illness to a student or faculty member allegedly connected with the services of each student or faculty member in the FACILITY, provided, however, the FACILITY shall provide to students and faculty members emergency

treatment without charge with respect to injuries sustained while on duty with the assigned unit of the FACILITY. In the event one or more of the students should, independent of this agreement, be employed by the FACILITY on a part time or full time basis, this article shall not apply during the hours in which such student is performing his/her duties at the FACILITY.

(12) The salaries and expenses of any instructors, supervisors, or other employees of the COLLEGE will be paid by the COLLEGE. The COLLEGE agrees that members of its faculty will serve as consultants and on committees of the FACILITY when requested by the FACILITY.

(13) the FACILITY further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology - Paramedic, or other appropriate accrediting agencies.

(B) to provide the COLLEGE the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students, as available;

(D) to allow students and faculty members of the COLLEGE to utilize the FACILITY'S eating facilities at the students' and faculty's sole expense; and

(E) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the COLLEGE.

(14) This Agreement shall remain in effect for a term beginning January 1, 1987, and ending at midnight on December 31, 1987, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

San Jacinto College Central 8060 Spencer Highway Pasadena, Texas 77505	Fort Bend County EMS P. O. Box 627 Richmond, Texas 77469
ATTENTION: BOARD OF REGENTS	ATTENTION: DIRECTOR OF EMS

EXECUTED by the parties on the day and year first above written.

SAN JACINTO COLLEGE CENTRAL

Dr. Thomas Sewell, Chancellor
San Jacinto College District

Dr. Monte Blue, President

Elaine Cominsky, R.N.
Division Chairman,
Health Sciences

James T. Matlock, III
Department Chairman
Emergency Medical Technology

FORT BEND COUNTY

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson, County Clerk

Daniel Kosler,
Director of EMS

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

Approved as to form & content:

Stanley Baskin, Attorney
San Jacinto College District

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND
WHARTON COUNTY JUNIOR COLLEGE

This agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend" and the Wharton County Junior College, hereinafter referred to as W.C.J.C.

WHEREAS, W.C.J.C. desires the use of the facilities of the Fort Bend County Library for the use of students who live outside Fort Bend County, and are enrolled at W.C.J.C. Satellite Campus located in Richmond, Texas;

WHEREAS, the governing body of W.C.J.C. has duly authorized this agreement;

WHEREAS, Fort Bend County desires to assist W.C.J.C. by allowing students who live outside Fort Bend enrolled at its satellite campus located in Richmond, Texas, the use of the facilities of the Fort Bend County Library;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement;

NOW THEREFORE, Fort Bend and W.C.J.C. mutually agree as follows:

1. W.C.J.C. will pay Fort Bend ten dollars ($10.00) for each student that lives outside Fort Bend and is enrolled at W.C.J.C. Satellite Campus located in Richmond, Texas, and applies for a library card from the Fort Bend County Library.

2. It is expressly understood and agreed by Fort Bend and W.C.J.C. that, W.C.J.C. will recover overdue library loans from the Fort Bend County Library with all the remedies that it has available when students have books overdue from W.C.J.C.'s Library. It is further agreed by W.C.J.C. that, after a period of six weeks has passed since said loans are first overdue that, W.C.J.C. will reimburse Fort Bend for the cost of replacement of said overdue loans.

3. It is expressly understood and agreed by W.C.J.C. that, W.C.J.C. will provide the Fort Bend County Library with the names of all the students who are eligible to apply for a library card under the terms of this agreement.

4. It is expressly agreed and understood by both parties that, W.C.J.C. will not discriminate against any applicant for enrollment because of race, color, creed, or national origin.

5. W.C.J.C. hereby indemnifies and holds Fort Bend and Fort Bend County Library, Commissioners' Court, Directors, Officers, and all County employees harmless, insofar as any use of the Fort Bend County Library under this agreement.

6. It is expressly agreed and understood that, this agreement may be terminated by either party without cause by giving thirty (30) days written notice to the other party.

7. It is expressly agreed and understood by both parties that, this agreement will automatically terminate on December 31, 1987, unless renewed by the duly authorized governing bodies of each party.

SIGNED this 9th day of February 1987.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTEST:
Dianne Wilson
DIANNE WILSON
County Clerk

SIGNED this 26th day of Jan., 1987.

WHARTON COUNTY JUNIOR COLLEGE

James A. Dowlen
Chairman of Board of TRUSTEES

ATTEST:
Jim A. Coats, Jr.

19. CONSIDER APPROVAL OF DANIEL JONES MALECKI AS RESERVE DEPUTY CONSTABLE IN PRECINCT 4, AND APPROVE BOND & OATH FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Daniel Jones Malecki as Reserve Deputy Constable in Precinct 4 and approve bond & oath for same. (Recorded in minutes in full)

20. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) REBUDGET CHECK INTO OFFICE SUPPLIES FROM REIMBURSEMENT OF EXPENSES INCURRED DURING FEMA CONFERENCE; (2) APPROVE NEW DEALER BOND FOR RANDALL'S FOOD MARKET, ROSENBERG:

Rebudget check into office supplies from reimbursement of expenses incurred during FEMA conference:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $207.17 as reimbursement of expenses incurred during FEMA conference and rebudget into conference. (Recorded in minutes in full)

Approve new dealer bond for Randall's Food Market, Rosenberg:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve new dealer bond for Randall's Food Market, Rosenberg. (Recorded in minutes in full)

21. REBUDGET 1986 PRIMARY ELECTION FUND INTO GENERAL FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to rebudget $937.23 of the 1986 Primary Election Fund into General Fund. (Recorded in minutes in full)

22. CONSIDER APPROVAL OF DUES IN THE AMOUNT OF $125 TO THE COUNTY JUDGES AND COMMISSIONERS ASSN. OF TEXAS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve dues in the amount of $125 to the County Judges & Commissioners Assn. of Texas. (Recorded in minutes in full)

23. CONSIDER SETTING A HEARING DATE FOR REPLAT OF WEST OAKS VILLAGE, SECTION 1, IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set hearing date for replat of West Oaks Village, Section 1, in Precinct 3 for March 9, 1987 at 10:00 a.m.

24. CONSIDER APPROVING FUEL SPECIFICATIONS FOR COMPETITIVE BIDS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve specifications for competitive bid with corrections as presented by John Hammett, Purchasing Agent to be opened March 9, 1987 at 1:30 p.m. (Recorded in minutes in full)

25. CONSIDER ACCEPTING BIDS FOR (1) ROAD STRIPING OF FORT BEND COUNTY ROADS (#87-12); & (2) ONE OR MORE NEW FLAT-BED DUMP TRUCKS, 28,000 GVWR MIN. WITH OR WITHOUT TRADE-IN (#87-13):

20|1
01233

0032

February 5, 1987

TO: Commissioners Court

FROM: Marsha P. Gaines

SUBJECT: Agenda Item

Please place the following on the agenda for the Commissioners Court Meeting to be held on February 9, 1987:

OK 1. Rebudget check issued to Marsha P. Gaines for reimbursement of expenses incurred during FEMA Conference into ~~Office Supplies~~ conference (1062)

OK 2. Approval of new dealer bond for Randall's Food Markets Inc. issued to Marsha P. Gaines. This bond is in a sufficient amount to carry this store in the program. This store is located at 5101 Avenue H, Rosenberg, Texas.

RECEIVED
FEB 5 1987
COUNTY JUDGE

01234

0032

SPECIAL FUND

P909692 0872117

222 405 87 01686

24676070303001

State Comptroller of Public Accounts

JANUARY 23, 1987

PAY TO THE ORDER OF

TREASURY WARRANT

88 18 / 1149

No. P909692

DOLLARS	CENTS
$207	72

MARSHA G GAINES
PO BOX 4087/DEM
AUSTIN TX 78773

VOID AFTER AUGUST 31, 1989

BOB BULLOCK COMPTROLLER OF PUBLIC ACCOUNTS

ANN W RICHARDS STATE TREASURER

⑈000000⑈ ⑆114900164⑆ ⑈16909692⑈

PAYMENT INFORMATION

Vendor number 24676070303001

SPECIAL FUND

No. P909692

Payment from TEXAS AGENCY	Number	Telephone
DEPARTMENT OF PUBLIC SAFETY	405	(512) 465-2060

Agency control no.	Comptroller control no.	Date	TOTAL AMOUNT
0872117	662013	JANUARY 23, 1987	$207.72

INVOICE NO.	INVOICE AMOUNT	INVOICE NO.	INVOICE AMOUNT

Detach here before depositing

Act 1A (4/84)

01235

Comptroller's Form 74-112 (Rev. 7-85/5)

STATE OF TEXAS PURCHASE VOUCHER

e. Agency Voucher No: 0032

a. Trans Code:

b. Batch No:

c. Agency No: 405

d:

f. Comptroller's Voucher No:

g. Agency Name: Texas Department of Public Safety

h. Order Date:

i. Requisition No:

j. Invoice Date: 1-13-87

k. Voucher Amount: 207.72

l. Payee Reference No.:

m. Purchasing Comm. No:

o. Comptroller's Vendor I.D. No.: 467-60-7030

p. Agency Voucher No:

x. Pay To (Name, Address, City, State, ZIP)
Marsha G. Baines
P. O. Box 399
Richmond, Texas 77469

q. Fund No.	r. FY	s. Cost Center	t. Comp Object	u. Agency Object	v. Amount	w. Vendor Invoice No

(Agency Use)

Purchase Order No.:

Equip. No.:

y. TOTAL

z. DELIVERY DATE	aa. DESCRIPTION OF ARTICLES OR SERVICES	bb. QUANTITY	cc. UNIT PRICE	dd. AMOUNT
1-5-87	Reimbursement for expenses incurred while attending Disaster Recovery course given by Dept. of Public Safety personnel on 1-5-87 thru 1-7-87 to enable the attendee to be more informed in Emergency Management. Budget 62N			207.72

SEND WARRANTS TO DEM

ee

AGENCY CERTIFICATION—
I certify that the above services were rendered, or goods received, and that they correspond in every particular with the contract under which they were procured and that the invoice is true and unpaid.

Name:

Title: Mgr. Admin.

Name:

Title:

ff. Date Approved for payment

Name:

Title:

Name:

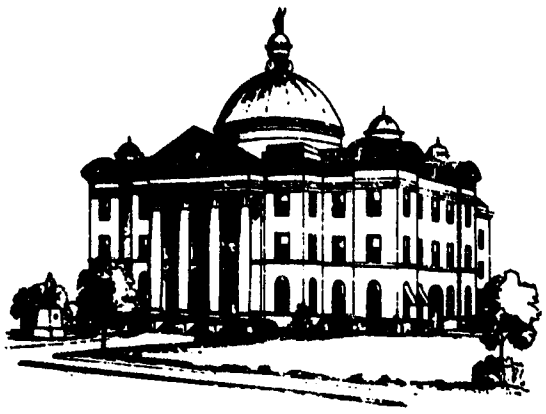
Title:

PRICES ABOVE ARE APPROVED
State Purchasing and General Services Commission

BY

#21
01236
0032

Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas

County of Fort Bend

TO: COMMISSIONERS' COURT

FROM: DIANNE WILSON

RE: Rebudget 1986 Primary Election Fund

In January, 1986 contracts were signed between the Democratic Party of Fort Bend, the Republican Party of Fort Bend and the County Clerk of Fort Bend (and approved by the State of Texas) for the purpose of holding the May, 1986 Primary election and the June, 1986 Primary Run-off election. Since that time, all obligations have been met and a balance of $937.23 should be rebudgeted into the General Fund as the county's profit from said elections as stated in the contracts.

I hereby request that an order be passed to transfer $927.23 from the 1986 Primary Election Fund to the General Fund.

RECEIVED
FEB 4 1987
COUNTY JUDGE

22
01237

0032

DOUG H. SMITH
Second Vice President
County Judge, Coryell County
County Courthouse
Gatesville, Texas 76528

H. L. "BILL" YOUNG
President
County Judge, Dickens County
Box 179
Dickens, Texas 79229

ADOLPH THOMAE, JR.
First Vice President
Secretary-Treasurer
Commissioner, Cameron County
Box 182
San Benito, Texas 79586

January 27, 1987

STATEMENT

Annual Dues are now due for the County Judges and Commissioners Association of Texas. Please send your countie's check for $125.00 to:

Adolph Thomae, Jr.
Secretary-Treasurer
County Judges and Commissioners Assn. of Texas
Box 182
San Benito, Texas 78586

FIRST NOTICE

VEHICULAR FUEL FOR FORT BEND COUNTY

This bid is for the period 1 March 1987 thru 29 February 1988.

Contractor must have a minimum of one (1) bulk dispensing facility in Fort Bend County.

Contracton to be responsible for insuring constant availability of fuel from the various pumps throughout Fort Bend County.

On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location, and, if fuel is needed, he shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order Number before delivery is made.

QUALITY CONTROL: Fort Bend County reserves the right to catch samples and test fuels at any time for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Such failure will result in vendors prompt evacuation of tank contents and replacing the product gallon for gallon with a product that meets specifications at no cost to the County, within twenty-four (24) hours of notification. If sample is contaminated, vendor must empty and purge tank to remove contaminated product. The contaminated fuel will be replaced by the vendor gallon for gallon at no additional cost to the County. Any violations of specification requirements may give the County cause to cancel and rebid the entire contract and will be a consideration of future awards. The quality of the fuel must be not less than that delivered to local retail outlets of the vendor.

DRAFT

DELIVERY: All fuel shall be furnished in bulk quantities only and delivered in vendor's trucks to the location designated. The cargo manifest shall be carried with the motor fuel until the motor fuel is resold or removed from the cargo truck. Delivery shortages, failure to deliver, or failure to deliver product meeting specifications will be cause for cancellation of contract by Fort Bend County. Failure to make proper or timely delivery will be cause for the County to purchase gasoline on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices.

The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order Number issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchasing Order.

SUBCONTRACTING: No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

BID PREPARATION AND AWARD: In preparing the bid the posted terminal rack prices will be entered in the appropriate spaces. The selling prices should be entered in the column headed "unit price" and is the total of the following factors:

1. Posted terminal rack prices
2. Any freight or delivery charges
3. State of Texas gasoline tax.
4. Bidders profit margin.

The selling price shall not include Federal excise tax or State of Texas tax on diesel, Fort Bend County is tax exempt from these charges.

The low bid will be determined by the selling prices listed in the "unit price" column as of 12:00 noon on _____1987. A copy of the terminal rack prices in effect on that date must accompany the bid and failure to furnish the copy will result in disqualification of the bid.

PRICE CHANGES: Fluctuation of the posted terminal rack prices shall be allowed throughout the term of the contract. The escalation shall be allowed up to a maximum of $.10 per gallon during the term of the contract. Deescalation shall have no limit. In the event of an increase, no written notice shall be required unless the increase exceeds $.10 per gallon. If the increase is in excess of $.10 per gallon, approval from Fort Bend County must be given before delivery is made. The constant, which is made up of the freight charge, applicable state tax*, and profit margin will remain firm for the length of the contract. Fort Bend County reserves the right to request a copy of the applicable terminal rack prices at any time and the vendor agrees to routinely provide the prices monthly.

DRAFT

CONTRACT CANCELLATION: Fort Bend County reserves the right to cancel all or any part of the contract at any time for any reason with 30 days written notice, except in those case described in this bid package.

PROJECTED REQUIREMENTS FOR 1987:

Regular Leaded Gasoline	36,960 gallons
Premium Unleaded Gasoline	448,063 gallons
No. 2 Diesel	398,058 gallons

The fuel usage quantities listed are estimated for a one year period. Fort Bend County does not guarantee that these amounts will be purchased.

Fort Bend County reserves the right to add or delete delivery locations as needed.

Fort Bend County reserves the right to select multiple vendors for this bid; however, all purchases for any given location will be from the same vendor.

* A pass through charge for any increase in State of Texas gasoline tax will be authorized on the effective date of the legislation.

BID PER LOCATION

LOCATION: Precinct #1, 201 Payne Lane, Crabb, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	32,400		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	67,800		$

LOCATION: Precinct #2, 9110 Long, Needville, Texas.

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FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	15,600		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	54,000		$

LOCATION: Precinct #2, 400 1/2 Coen, Arcola/Fresno, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	19,200		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	22,020		$

LOCATION: Precinct #3, 1809 Eldridge Rd., Sugar Land, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	45,463		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	57,438		$

LOCATION: Precinct #3, 19310 Canal Rd., Richmond, Texas.

DRAFT

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	UNKNOWN		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	UNKNOWN		$

LOCATION: Precinct #4, 8100 Hwy 359 South, Fulshear, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	16,200		$
Regular Leaded 94+ Octane	6,960		$
#2 Diesel Fuel	66,000		$

LOCATION: Drainage District, 6400 Homestead, Rd., Rosenberg, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	33,000		$
Regular Leaded 94+ Octane	30,000		$
#2 Diesel Fuel	130,800		$

LOCATION: Sheriff Department, 1410 Ransom Rd., Richmond, Texas.

DRAFT

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	162,000		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	N/A		$

LOCATION: Old Jail, 307 S. Fort St., Richmond, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	30,000		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	N/A		$

LOCATION: Emergency Medical Service, 4336 Hwy 36, Rosenberg, Texas.

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	26,400		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	N/A		$

LOCATION: Sugar Creek Annex, 1514 Parkway Blvd., Sugar Land, Texas.

DRAFT

FUEL	EST. ANNUAL USAGE	POSTED TERMINAL RACK PRICE 3-1-87	UNIT PRICE
Regular Unleaded 87+ Octane	N/A		$
Premium Unleaded 91+ Octane	UNKNOWN		$
Regular Leaded 94+ Octane	N/A		$
#2 Diesel Fuel	N/A		$

BY MY SIGNATURE HEREON, I CERTIFY THAT THIS BID _____ (DOES) _____ (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

add Comm #4 Sugar Land address

25/1

PAVEMENT MARKING
BID #87-12

COMPANY	BID PRICE PER LINEAR FOOT
✓ PAIGE BARRICADE	$.0575
BATTERSON, INC.	$.075
STRIPING UNLIMITED	$.10

25/2

PURCHASE OF ONE (1) OR MORE NEW FLAT BED DUMP TRUCKS 28,000 GVWR MINIMUM WITH OR WITHOUT TRADE-IN
BID #87-13

COMPANY	UNIT BID PRICE	TRADE-IN ALLOWANCE	TOTAL PRICE DEDUCTING TRADE-IN ALLOWANCE	DELIVERY WITHIN	PRICE GUARANTEE	REMARKS
w/trade-in ✓ SAN JACINTO FORD	$22,714.00	$2,500.00	$20,214.00	90 DAYS	30 DAYS	
w/o trade in KNAPP CHEVROLET	$21,550.00	$1,275.00	$20,275.00	120-135 DAYS	90 DAYS	
CHUCK MILLER FORD	$21,830.66	0	$21,830.66	60-120 DAYS	30 DAYS	
MACK TRUCKS	$30,000.00	$2,200.00	$27,800.00	150 DAYS	30 DAYS	
BAYOU CITY FORD	$22,047.06	$2,000.00		NOT STATED	NOT STATED	DOES NOT MEET SPECIFICAITONS DELIVERY TIME NOT SPECIFIED.
LAWRENCE MARSHALL CHEV-OLDS.	$21,517.65	$1,550.00		90-120 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS SPECS CALLED FOR 370 CID ENGINE, BID SUBMITTED WAS FOR 366 CID ENGINE.

Accept bid for road striping of Fort Bend County roads:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to PAIGE BARRICADE at $.0575 per linear foot, for striping of Fort Bend County roads. (Recorded in minutes in full)

Accept one or more flat-bed dump trucks, 28,000 GVWR min. with or without trade-in (#87-13):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SAN JACINTO FORD for flat-bed dump truck in the amount of $22,714 less $2,500 for trade-in, total amount of bid is $20,214, for Precinct 2. (Recorded in minutes in full)

26. AUTHORIZE PAYMENT OF $5,198 FOR FEE TO STATE FOR OPERATION OF COUNTY LANDFILL AND $12,000 APPLICATION FEE FOR NEW LANDFILL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize payment of $5,198 for fee to State for operation of County Landfill and $12,000 application fee for new landfill. Funds to come from Fees & Service/General Fund.

27. CONSIDER APPROVING APPLICATION FOR ENTERING THE NATIONAL FLOOD INSURANCE PROGRAM:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, with Judge Stavinoha voting yes, it is ordered to approve application for entering the National Flood Insurance program for Fort Bend County. (Recorded in minutes in full)

28. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG AND UNDER RAWLINGS RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable along and under Rawlings Rd. in Precinct 1. (Recorded in minutes in full)

29. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS AS AUTHORIZED BY ART. 6252-17, SECTION 2 (F), V.T.C.S. AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

30. 2:00 P.M.- CONTINUATION OF RECEIVING BANK DEPOSITORY PLEDGE CONTRACT APPLICATIONS UNTIL FEBRUARY 23, 1987 AT 2:00 P.M.:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, with Judge Stavinoha voting yes, Commissioner Lutts and Commissioner Pressley absent for vote, it is ordered to continue receiving bank depository pledge contract applications until February 23, 1987 at 2:00 p.m..

31. ADJOURNMENT:

Commissioners' Court adjourned at 2:05 p.m. Monday, February 9, 1987.

FORT BEND COUNTY

26
01247

ACCOUNTS PAYABLE
INVOICE TRANSMITTAL FORM

0032

12 DIGIT DISTRIBUTION CODE: 10 50 0045 4010

VENDOR NAME: TX Dept of Health

ADDRESS: 1100 W. 49th St

VENDOR NUMBER: 153746

CITY: Austin

STATE: TX ZIP CODE: 78756-31

PURCHASE ORDER NUMBER(S): Approved by Commissioners' Court 2/9/87

ADDRESS CHANGE? no DATE: 02/10/87

MULTIPLE POSTING? no

DOES THIS PURCHASE INCLUDE AN ITEM OR ITEMS THAT ARE CONSIDERED TO BE FIXED ASSETS? no

IF YES, THEN PLEASE FILL OUT THE INVENTORY ACTION NOTICE AND SUBMIT WITH THIS FORM.

*NOTE: CHARGES TO THE SAME VENDOR MAY BE COMBINED ONTO ONE TRANSMITTAL FORM, EVEN IF BEING EXPENDED FROM DIFFERENT LINE ITEMS.

DESCRIPTION: INVOICE NUMBERS, ACCOUNT NUMBERS, ETC.	AMOUNT
Annual Municipal Solid Waste Fee for 1986	5198.00
TOTAL	5198.00

ORDERED BY: Judie Haverlah

DEPARTMENT HEAD OR AUTHORIZED SIGNATURE

APPROVED BY:

COUNTY AUDITOR/ASSISTANT AUDITOR

ALLOWED IN:

TERM OF COURT

CHECK SHOULD BE GIVEN TO COUNTY ENGINEER TO BE MAILED WITH NECESSARY FORMS.

AUDITOR'S FORM #1016 (REV. 9/84)

27

01248

0032

FEDERAL EMERGENCY MANAGEMENT AGENCY

Federal Insurance Administration
Washington, D.C. 20472

★ ★ ★ ★ ★ ★ ★

NATIONAL FLOOD INSURANCE PROGRAM

★ ★ ★ ★ ★ ★ ★

APPLICATION FORMS

HUD-1850 (5-78)

Form Approved
OMB No. 63-R1596

Federal Emergency Management Agency
FEDERAL INSURANCE ADMINISTRATION

APPLICATION FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM*

1. APPLICANT (City, Town, etc.)
Fort Bend County

DATE

(County, State)
Fort Bend, Texas

2. OFFICIAL OFFICE OR AGENCY WITH OVERALL RESPONSIBILITY (See Appendix A (2))
County Judge Jodie E. Stavinoha

TELEPHONE
713/342-3411 x-20

ADDRESS (Street or Box No., City, State, ZIP Code)
P. O. Box 368
Richmond, Texas 77469

3. PROGRAM COORDINATOR (Official, if different from above, with responsibility for implementing program)
County Engineer

TELEPHONE
713/342-2863

ADDRESS (Street or Box No., City, State, ZIP Code)
P. O. Box 1449
Rosenberg, Texas 77471

4. FIRST FLOOR ELEVATION INFORMATION WILL BE RECORDED BY: (See Footnote on second page of Sample B-1 for explanation.)
County Engineering Department

TELEPHONE
713/342-2863

ADDRESS (Street or Box No., City, State, ZIP Code)
P. O. Box 1449
Rosenberg, Texas 77471

5. LOCATION OF COMMUNITY REPOSITORY FOR PUBLIC INSPECTION OF FIA MAPS
County Engineering Department

ADDRESS
P. O. Box 1449
Rosenberg, Texas 77471

6. ESTIMATES FOR ONLY THOSE AREAS SUBJECT TO FLOOD AND/OR MUDSLIDE AS KNOWN AT THE TIME OF APPLICATION

AREA	POPULATION	NO. OF 1-4 FAMILY STRUCTURES	NO. OF SMALL BUSINESS STRUCTURES	NO. OF ALL OTHER STRUCTURES
100,000 acres	19,000	6,000	600	200

7. ESTIMATES OF TOTALS IN ENTIRE COMMUNITY

	POPULATION	NO. OF 1-4 FAMILY STRUCTURES	NO. OF SMALL BUSINESS STRUCTURES	NO. OF ALL OTHER STRUCTURES
553,000 acres	189,000	59,500	12,000	4,500

Previous edition is obsolete

HUD-1650 (6-78)

RESOLUTION OF INTENT

WHEREAS, certain areas of this community are subject to periodic flooding causing serious damages to properties within these areas; and

WHEREAS, relief is available in the form of Federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and

WHEREAS, it is the intent of this Commissioners' Court to require the recognition and evaluation of flood hazards in all official actions relating to land use in areas having these hazards; and

WHEREAS, this body has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to State law and other relevant authority,

NOW, THEREFORE, BE IT RESOLVED, that this Commissioners' Court hereby:

1. Assures the Federal Insurance Administration that it will enact as necessary, and maintain in force in those areas having flood hazards, adequate land use and control measures with effective enforcement provisions consistent with the Criteria set forth in Section 60.3 of the National Flood Insurance Program Regulations; and

2. Vests the County Judge with the responsibility, authority, and means to:

   (a) Assist the Administrator, at his request, in his delineation of the limits of the area having special flood hazards.

   (b) Provide such information as the Administrator may request concerning present uses and occupancy of the flood plain.

   (c) Cooperate with Federal, State, and local agencies and private firms which undertake to study, survey, map and identify flood plain areas, and cooperate with neighboring communities with respect to management of adjoining flood plain areas in order to prevent aggravation of existing hazards.

   (d) Submit on the anniversary date of the community's initial eligibility an annual report to the Administrator on the progress made during the past year within the community in the development and implementation of flood plain management measures.

   (c) Upon occurrence, notify the Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all Flood Hazard Boundary Maps and Flood Insurance Rate Maps accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished flood plain management regulatory authority.

3. Appoints County Judge to maintain for public inspection and to furnish upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map, any certificates of floodproofing, and information on the elevation (in relation to mean sea level) of the level of the lowest habitable floor (including basement if habitable) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed the elevation (in relation to mean sea level) to which the structure was floodproofed.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the program.

Date Passed: 2-9-87

Certification: Dianne Wilson
County Clerk

Jodie E. Stavinoha
County Judge

60.3(d)
Revised as of October 1, 1986

FLOOD DAMAGE PREVENTION ORDINANCE

OUTLINE

		Pg.	Cross Ref. NFIP Regulations
ARTICLE 1	STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS	1	
SECTION A	Statutory Authorization	1	
SECTION B	Findings of Fact	1	
SECTION C	Statement of Purpose	1	
SECTION D	Methods of Reducing Flood Losses	2	
ARTICLE 2	DEFINITIONS	3	59.1
ARTICLE 3	GENERAL PROVISIONS	7	60.(d)(1)
SECTION A	Lands to Which This Ordinance Applies	7	60.3(d)
SECTION B	Basis for Establishing the Areas of Special Flood Hazard	7	60.3(d)(1)
SECTION C	Establishment of Development Permit	7	60.3(d)(1)
SECTION D	Compliance	7	
SECTION E	Abrogation and Greater Restrictions	7	
SECTION F	Interpretation	7	
SECTION G	Warning and Disclaimer of Liability	7	
ARTICLE 4	ADMINISTRATION	8	
SECTION A	Designation of the Floodplain Administrator	8	60.3(d)(1)
SECTION B	Duties and Responsibilities of the Floodplain Administrator	8	60.3(d)(1)
SECTION C	Permit Procedures	8	60.3(d)(1)
SECTION D	Variance Procedures	9	60.6(a)
ARTICLE 5	PROVISIONS FOR FLOOD HAZARD REDUCTION	11	
SECTION A	General Standards	11	60.3(d)(1)
SECTION B	Specific Standards	11	60.3(d)(1)
1.	Residential Construction	11	60.3(d)(1)
2.	Nonresidential Construction	11	60.3(d)(1)
3.	Enclosures	12	60.3(d)(1)
4.	Manufactured Homes	12	60.3(d)(1)
SECTION C	Standards for Subdivision Proposals	12	60.3(d)(1)
SECTION D	Standards for Areas of Shallow Flooding (AO/AH Zones)	13	60.3(d)(1)
SECTION E	Floodways	13	60.3(d)(1-3)
	Certification	14	

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas (state) has in V.C.S. 16.139 (statutes) delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Commissioners' Court (governing body) of Fort Bend County (local unit) Texas (state), does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Fort Bend County, TX are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public helath, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands becuase they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development which may increase flood damage;

(5) Prevent or regulate the constructiuon of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

APPEAL - means a request for a review of the Flood Plain Administrator's interpretation of any provision of this ordinance or a request for a variance.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent chance of being equalled or exceeded in any given year.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

ELEVATED BUILDING - means a nonbasement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundtion of normally dry land areas from:

(1) the overflow of inland or tidal waters.
(2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such as system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HABITABLE FLOOR - means any floor usable for the following purposes; which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a "habitable floor."

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For flood plain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTUON - means, for flood plain management purposes, structures for which the "start of construction" commenced on or after the effective date of a flood plain management regulation adopted by a community.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substanital improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL IMPROVEMENT - means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either, (1) before the improvement or repair is started, or (2) if the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

VARIANCE - is a grant of relief to a person from the requirements of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of Fort Bend County (local unit).

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Fort Bend County," dated August 5, 1986, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The County Judge is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to flood plain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether proposed buiding site will be reasonable safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is Texas Water Commission, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

SECTION C. PERMIT PROCEDURES

(1) Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

b. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B(2);

d. Description of the extent to which any watercourse or natural drainage will be altered or relocataed as a result of proposed development.

e. Maintain a record of all such information in accordance with Article 4, Section (B)(1).

(2) Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

a. The danger to life and property due to flooding or erosion damage;

b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c. The danger that materials may be swept onto other lands to the injury of others;

d. The compatibility of the proposed use with existing and anticipated development;

e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

h. The necessity to the facility of a waterfront location, where applicable;

i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

j. The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. <u>VARIANCE PROCEDURES</u>

(1) The Appeal Board as established by the community shall hear and render judgement on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competant jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C(2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Prerequisites for granting variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b. Variances shall only be issued upon, (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(10) Variances may be issued by a community for new construction and substantial imrovements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D(1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additonal threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements;

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B(8), or (iii) Article 5, Section C(4), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C(1)a., is satisfied.

(2) **Nonresidential Contruction** - new construction and substantial improvements of any commerical, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or, together with attendent utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b. The bottom of all openings shall be no higher than one foot above grade.

c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes -**

a. Require that all manufactured homes to be placed within Zone A, shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b. All manufactured homes shall be in compliance with Article 5, Section B (1).

c. Require that all manufactured homes to be placed or substantially improved within Zones A1-30, AH and AE on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provision of Section B(4) of this Article.

SECTION C. <u>STANDARDS FOR SUBDIVISION PROPOSALS</u>

(1) All subdivision proposals including manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions or Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply;

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of **nonresidential** structures;

(i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

(ii) together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C (1)a., are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply;

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless certification by a professional registered engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

CERTIFICATION

It is hereby found and declared by Fort Bend County (local unit) that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

APPROVED: Jodie E. Stavinoha
(local official)
County Judge

PASSED: 2-9-87
(date)

CERTIFICATE

I, the undersigned, Dianne Wilson, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the Fort Bend County (local unit), at a regular meeting duly convened on 2-9-87 (date).

Dianne Wilson
(Secretary or responsible person)
County Clerk

(SEAL)

28

01266

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 9th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co.

dated January 27, 1987, permit no. 80796 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner 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 _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Enda 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 copies 2/11/87

Appl. # 80796

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, Texas.

Karl E. Baker, np.
Karl E. Baker, P. E.
Assistant Engineer

January 30, 1987
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- ____ Performance bond submitted in the amount of ____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01268
0032

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80796

Formal notice is hereby given that Fort Bend Telephone Co., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Rawlings	4' east of Oakwood 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
Rawlings	4' east of Oakwood Road	248' east of Oakwood Road	244'

General Description

Beginning at a point on the north R.O.W. line at 4' east of Oakwood Road and boring under Rawlings Road to the south R.O.W. line and proceeding in a easterly direction 244' at 4' from the south R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: January 27, 1987
ADDRESS 3426 School St.
(Street/P.O. Box)

Needville, TX. 77461
City State Zip
TELEPHONE NO: 793-4246 392-9701

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 16, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 9, 1987.

2. Approve changes in depository pledge contracts

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: request to enter into interlocal agreements with City of Katy & City of Stafford for the instruction of city officers by the County Law Enforcement Academy, and accept check in the amount of $2,629.21 from Stafford as payment of their share of cost for 1987.

6. Constable Dave Roden, Precinct 1, re: appointment of reserve officers for the Precinct 1 Constable's office.

7. Constable Richard Pring, Precinct 4, re: approval of Fred Randall Fails Jr. as reserve deputy constable & approve bond & oath for same.

8. Sterling Moore, Juvenile Probation Chief Off., re: approval of new grant for Juvenile Correction Program for Serious & Repeat Offenders, and approval of interlocal agreement with Lavaca County for the housing of juveniles.

9. Daniel Kosler, E.M.S. Director, re: request RFP's for recording system for E.M.S. Dept., and approve mutual aid agreement with Austin County Ambulance Service.

10. Consider approval of two new members to the Fort Bend County Rural Fire Prevention District #1 Board, and accept financial statement for same.

11. Consider setting a hearing date for replat of Brynmawr Lake Subdivision in Precinct 3.

12. Enter into minutes the reappointment of Purchasing Agent by Board of Judges and record bond & oath.

13. Consider approval of dealer bonds for Helfman Ford, Gullo Haas Hyundai Inc. and Fiesta Mart Inc. #6.

14. Consider method of approving changes in telephone service.

15. Consider setting date for auction of County property.

16. 10:00 a.m. - Continue public hearing on the cancellation of subdivisions known as Pin Oak Estates & Pin Oak Estates, Section 1, in Precinct 3 and consider taking action.

17. Consider abandonment of a portion of Lake Drive in Precinct 3.

18. Advertise for bids for the installation of a coaxial cable connection from Courthouse Annex to Courthouse requested by Data Processing Manager.

19. Consider application from Fort Bend Telephone Co. to lay cable along and under Wernecke Rd. in Precinct 2.

20. Consider application from Natatex Construction Inc. to install a water line under Winkleman Rd. in Precinct 3.

21. Consider application from Southwestern Bell Telephone to lay cable under & along Rose Rd. in Precinct 4.

22. Consider application from Phillips Natural Gas Co. to lay gas line under Aylor Rd., Long Lane & Aylor Ditch in Precinct 4.

23. 11:00 a.m. - Hold public hearing to install a traffic control device on Harlem Rd. at TDC Jester Unit in Precinct 3.

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
FEBRUARY 16, 1987

24. Meet in Closed Session to discuss personnel matters as authorized by Article 6252-17, Section 2 (g), V.T.C.S. and take action, if necessary.

25. 1:30 p.m. - Open bids for the following: (1) RFP for telephone system for Fort Bend County Office Building located on Legion Drive, Richmond (RFP #87-11); (2) Photographic supplies for Fort Bend County (#87-14); (3) Kitchen equipment for Sheriff's Dept. (#87-15); (4) Track job on Fiat Allis FD30 bulldozer, SN#18C00462 (#87-16); (5) One or more new grade & slope control (automatic leveler) with 40' ski, installed(#87-18).

26. Approve bills.
27. Emergy agenda
~~27~~ 28 Adjournment.

FILED FOR RECORD
NO. ____ TIME 2:45 A.M. P.M.

FEB 12 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 12, 1987 at 2:55 p.m. by D. Landry.

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 16, 1987

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 16th:

CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF ART. 2368A.5, V.A.T.S., DUE TO THE REQUIREMENT TO PURCHASE ITEMS (BULLDOZER PARTS) MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY. (FOR DRAINAGE DISTRICT)

FILED FOR RECORD
NO. _____ TIME 2:45 A.M. P.M.

FEB 13 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that this addendum to agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, Richmond, Texas on Friday, February 13, 1987 at 2:55 p.m. by _____.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, FEBRUARY 16, 1987
1:45 O'CLOCK P.M.

1. Espey, Huston & Associates, re: status report on County Master Drainage Study.

2. Discuss & review Drainage District monthly report.

3. Adjournment.

FILED FOR RECORD
NO. _____ TIME 2:45 A.M. P.M.

FEB 12 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 12, 1987 at 2:55 p.m. by D. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 16TH day of FEBRUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF FEBRUARY 9, 1987:

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 February 9, 1987 with corrections to page 5, #21.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve line item transfer in budget for LIBRARY.

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

County Engineer
Extension Service
Commissioners 2, 3, & 4
County Judge

5. SHERIFF GUS GEORGE, RE: REQUEST TO ENTER INTO INTERLOCAL AGREEMENTS WITH CITY OF KATY & CITY OF STAFFORD FOR THE INSTRUCTION OF CITY OFFICERS BY THE COUNTY LAW ENFORCEMENT ACADEMY, AND ACCEPT CHECK IN THE AMOUNT OF $2,629.21 FROM STAFFORD AS PAYMENT OF THEIR SHARE OF COST FOR 1987:

Request to enter into Interlocal Agreements with City of Katy & City of Stafford for the instruction of City officers by the County Law Enforcement Academy:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with City of Katy & City of Stafford for the instruction of City officers by the County Law Enforcement Academy. (Recorded in minutes in full)

(3)

01274

0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

LIBRARY	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
0201	Temp. or Extra Help	159,403.00	148,200.00	(11,203.)
0200	Salaries & Labor	817,812.00	826,634.00	8,822.
0300	Social Security	70,603.48	70,673.48	70.
0400	Retirement	57,964.42	58,582.42	618.
0500	Insurance	106,774.00	108,467.00	1,693.

DATE: 2-10-87

DEPARTMENT HEAD: R. S. Bch[illegible]

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

(4)

01275

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

JODIE E. STAVINOHA

Period: Date of Departure February 23, 1987

Date of Return February 26, 1987

Purpose of Trip: V. G. Young Institute of County Government's 29th Annual County Judges & Commissioners Conference

Places to be Visited: College Station, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

J. Stavinoha
Name

February 10, 1987
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

JODIE E. STAVINOHA

Period: Date of Departure February 17, 1987

Date of Return February 19, 1987

Purpose of Trip: Emergency Management Conference at Austin Hilton Inn

Places to be Visited: Austin, Texas + possibly San Antonio

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Jodie E. Stavinoha
Name

February 12, 1987
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01277

RECEIVED
FEB 12 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ben G. Denham & Patsy Sapp

Period: Date of Departure June 17, 1987

Date of Return June 19, 1987

Purpose of Trip: South Texas County Judges and Commissioners Conference

Places to be Visited: Houston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Ben G. Denham
Name

February 16, 1987
Date

Commissioner Pct. 2
Title

* *

Approved: Commissioners' Court

County Judge

2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

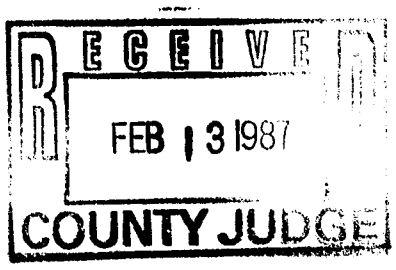
2987-ps

S:2-13-87

01278

0032

COUNTY OF FORT BEND



Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons~~:

Alton B. Pressley

Period: Date of Departure March 14, 1987

Date of Return March 17, 1987

Purpose of Trip: Attend Naco 1987 Legislative Conference

Places to be Visited: Washington, D.C.

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name

Date

Commissioner - Pct. #3

Title

* *

Approved: Commissioners' Court

County Judge

2-16-87

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Shirley M. Brown

Period: Date of Departure 2/26/87 - 2 p.m.

Date of Return 2/28/87 - 5 p.m.

Purpose of Trip: Attend Texas Home Economics Association Annual Meeting

Places to be Visited: The Worthington Hotel Fort Worth, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Airline

Name

2/9/87
Date

County Extension Agent
Title

* *

Approved: Commissioners' Court

County Judge

2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ For the following persons:

~~[illegible]~~ Bob Lutts

Period: Date of Departure 2-24-87

Date of Return 2-26-87

Purpose of Trip: County Judges and Commissioners Conference.

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Bob Lutts
Name

2-16-87
Date

County Commissioner
Title

* *

Approved: Commissioners' Court

County Judge

2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01281

COUNTY OF FORT BEND

0032

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure Tues., 2/24/87

Date of Return Thurs., 2/26/87

Purpose of Trip: to attend County Judges' and Commissioners' Convention - College Sta., TX

Places to be Visited: same as above

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Stanley L. Kucherka, Jr., P.E.

2/13/87
Date

County Engineer/Drng Dist Mgr
Title

* *

Approved: Commissioners' Court

County Judge

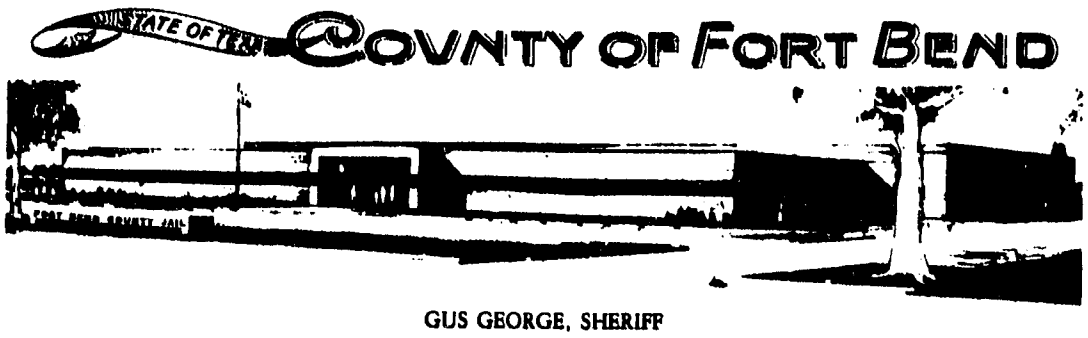
2-16-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5

01282

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 10, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, February 16, 1987.

> Consider authorizing the County Judge to enter into an interlocal agreement between the County of Fort Bend and the City of Katy for the instruction of city officers by the Fort Bend County Law Enforcement Academy.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mr. Larry Wagenbach, Assistant
District Attorney

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF KATY FOR THE INSTRUCTION OF CITY OFFICERS BY THE **FORT BEND COUNTY LAW ENFORCEMENT ACADEMY**

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Katy, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy;

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes.

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Katy and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Katy to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Katy a portion of the yearly operating costs of the Law Enforcement Academy, and that this amount will be as established and approved by the Law Enforcement Academy Advisory Board, and that the amount so established and approved shall be based upon the number of sworn Peace Officers employed by the City of Katy.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City of Katy hereby indemnifies and holds the Fort Bend County Law Enforcement Academy, the Fort Bend County Sheriff's Department, Fort Bend County, Texas, and its directors, officers, and employees harmless from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgement or awards arising out of or in any way connected with the activities of the Law Enforcement Academy, its faculty, students, employees, agents, and servants during the term of this agreement. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective

on the _____ day of _____, 19____, and said Agreement will automatically terminate on the _____ day of _____, 19_____, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

    Fort Bend County, Texas
    County Courthouse Annex
    Richmond, Texas 77469
    ATTENTION: County Judge Jodie E. Stavinoha

    City of Katy
    P.O. Box 617
    Katy, Texas 77492-0617
    ATTENTION: Mayor Johnny Nelson

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

14. It is expressly understood and agreed that the county will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this _____ day of _____, 19____, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: _____
JODIE E. STAVINOHA
County Judge

ATTESTED:

_____
DIANNE WILSON
County Clerk

_____
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 22 day of January, 19 87, in duplicate originals by order of the City Council of the City of Katy.

CITY OF KATY

Johnny Nelson
JOHNNY NELSON
Mayor

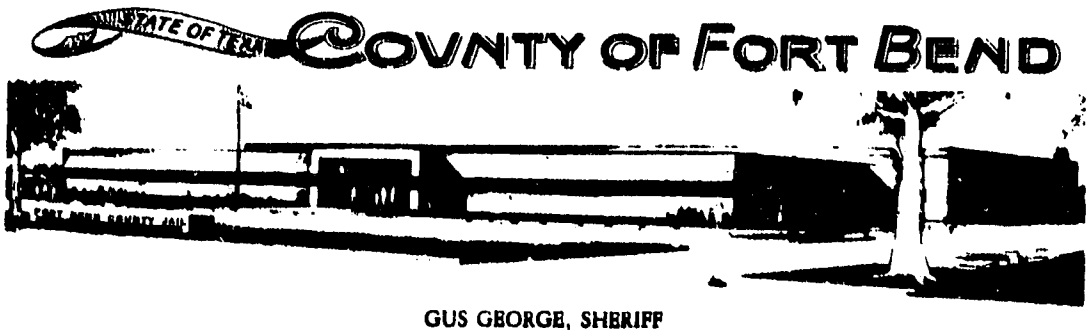
ATTESTED:

Virginia Maddox
VIRGINIA MADDOX
City Secretary

APPROVED:

_____
JOE MEGAR
City Attorney
City of Katy

Pat O. Adams
PAT O. ADAMS
Chief of Police
City of Katy



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

February 12, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following items be included on the Commissioners' Court Agenda for Monday, February 16, 1987.

Consider authorizing the County Judge to enter into an interlocal agreement between Fort Bend County and the City of Stafford for the instruction of city officers by the Fort Bend County Law Enforcement Academy.

Accept check in the amount of $2,629.21 from the City of Stafford as payment of their share of the operating costs for the year 1987 for the Fort Bend County Law Enforcement Academy and deposit in the Academy account.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor
Mr. Larry Wagenbach, Assistant District Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF STAFFORD FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Stafford, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy; and

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes;

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Stafford and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Stafford to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Stafford a portion of the yearly operating costs of the Law Enforcement Academy. This amount, as heretofore established and approved by the Law Enforcement Academy Advisory Board, and being a proportionate share of the annual operating budget based upon the number of sworn Peace Officers employed by the City of Stafford, is as set forth in Exhibit "A" attached hereto and made a part hereof.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 31st day of January, 1987, and said Agreement will automatically terminate on the 31st day of January, 1988, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
Attention: County Judge Jodie E. Stavinoha

City of Stafford
Stafford City Hall
2610 South Main
Stafford, Texas 77477
Attention: Mayor Leonard Scarcella

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

14. It is expressly understood and agreed that the County will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to

expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have cause this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this _____ day of _____, 198___, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

By: _____
JODIE E. STAVINOHA
County Judge

ATTEST:

_____
DIANNE WILSON
County Clerk

_____
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 9th day of February, 1987, in duplicate originals by order of the City Council of the City of Stafford.

CITY OF STAFFORD

_____
MAYOR

ATTEST:

Mary Burger
CITY SECRETARY

CHIEF OF POLICE
City of Stafford

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF STAFFORD FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Stafford, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy; and

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes;

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Stafford and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Stafford to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Stafford a portion of the yearly operating costs of the Law Enforcement Academy. This amount, as heretofore established and approved by the Law Enforcement Academy Advisory Board, and being a proportionate share of the annual operating budget based upon the number of sworn Peace Officers employed by the City of Stafford, is as set forth in Exhibit "A" attached hereto and made a part hereof.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 31st day of January, 1987, and said Agreement will automatically terminate on the 31st day of January, 1988, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
Attention: County Judge Jodie E. Stavinoha

City of Stafford
Stafford City Hall
2610 South Main
Stafford, Texas 77477
Attention: Mayor Leonard Scarcella

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

14. It is expressly understood and agreed that the County will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to

expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have cause this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 16th day of February, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

By: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON
County Clerk

Gus George
GUS GEORGE, C
Sheriff of Fort Bend County

SIGNED on this 9th day of February, 1987, in duplicate originals by order of the City Council of the City of Stafford.

CITY OF STAFFORD

MAYOR

ATTEST:

CITY SECRETARY

CHIEF OF POLICE
City of Stafford

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF KATY FOR THE INSTRUCTION OF CITY OFFICERS BY THE **FORT BEND COUNTY LAW ENFORCEMENT ACADEMY**

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Katy, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy;

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes.

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Katy and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Katy to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Katy a portion of the yearly operating costs of the Law Enforcement Academy, and that this amount will be as established and approved by the Law Enforcement Academy Advisory Board, and that the amount so established and approved shall be based upon the number of sworn Peace Officers employed by the City of Katy.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City of Katy hereby indemnifies and holds the Fort Bend County Law Enforcement Academy, the Fort Bend County Sheriff's Department, Fort Bend County, Texas, and its directors, officers, and employees harmless from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgement or awards arising out of or in any way connected with the activities of the Law Enforcement Academy, its faculty, students, employees, agents, and servants during the term of this agreement. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective

on the 31st day of January, 19 87, and said Agreement will automatically terminate on the 31st day of January, 19 88, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
ATTENTION: County Judge Jodie E. Stavinoha

City of Katy
P.O. Box 617
Katy, Texas 77492-0617
ATTENTION: Mayor Johnny Nelson

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

14. It is expressly understood and agreed that the county will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 16th day of February, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTESTED:
Dianne Wilson
DIANNE WILSON
County Clerk

Gus George
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 22 day of January, 1987, in duplicate originals by order of the City Council of the City of Katy.

CITY OF KATY

Johnny Nelson
JOHNNY NELSON
Mayor

ATTESTED:
Virginia Maddox
VIRGINIA MADDOX
City Secretary

APPROVED:
JOE MEGAR
City Attorney
City of Katy

Pat O. Adams
PAT O. ADAMS
Chief of Police
City of Katy

Accept check in the amount of $2,629.21 from Stafford as payment of their share of cost for 1987:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept check in the amount of $2,629.21 from Stafford as payment of their share of cost for 1987.

6. CONSTABLE DAVE RODEN, PRECINCT 1, RE: APPOINTMENT OF RESERVE OFFICERS FOR THE PRECINCT 1 CONSTABLE'S OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until February 23.

7. CONSTABLE RICHARD PRING, PRECINCT 4, RE: APPROVAL OF FRED RANDALL FAILS JR. AS RESERVE DEPUTY CONSTABLE & APPROVE BOND & OATH FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve Fred Randall Fails Jr. as reserve deputy constable, and approve bond & oath for same. (Recorded in minutes in full)

8. STERLING MOORE, JUVENILE PROBATION CHIEF OFF., RE: APPROVAL OF NEW GRANT FOR JUVENILE CORRECTION PROGRAM FOR SERIOUS & REPEAT OFFENDERS, AND APPROVAL OF INTERLOCAL AGREEMENT WITH LAVACA COUNTY FOR THE HOUSING OF JUVENILES:

Approval of new grant for Juvenile Correction program for serious & repeat offenders:

Postpone until a later date.

Approve Interlocal Agreement with Lavaca County for the housing of juveniles:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Lavaca County for the housing of juveniles. (Recorded in minutes in full)

9. DANIEL KOSLER, E.M.S. DIRECTOR, RE: REQUEST RFP'S FOR RECORDING SYSTEM FOR E.M.S. DEPT., AND APPROVE MUTUAL AID AGREEMENT WITH AUSTIN COUNTY AMBULANCE SERVICE:

Request RFP's for recording system for E.M.S. Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, to approve request for RFP for recording system.

Motion withdrawn.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone for further study.

Approve mutual aid agreement with Austin County Ambulance Service:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve mutual aid agreement with Austin County Ambulance Service. (Recorded in minutes in full)

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF LAVACA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Lavaca, hereinafter referred to as "Lavaca".

WHEREAS, Lavaca desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Lavaca has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Lavaca in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Lavaca mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Lavaca monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Lavaca to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Lavaca, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Lavaca being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Lavaca (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Lavaca being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Lavaca upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 21st day of January, 1987.

THE COUNTY OF LAVACA, TEXAS

Michael D. Raynosky
, County Judge

ATTEST:

Henry J. Sitka
Henry J. Sitka
, County Clerk

SIGNED this 16 day of February, 1987.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoka
Fort Bend, County Judge

ATTEST:

Dianne Wilson
Fort Bend, County Clerk

APPROVED:

Sterling Moore
Sterling Moore, Acting Chief

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY OF FORT BEND AND THE COUNTY OF AUSTIN

THE STATE OF TEXAS

COUNTY OF FORT BEND

The Interlocal Local Agreement, made and entered into between the County of Fort Bend, acting by and through its its duly authorized Commissioners' Court, hereinafter referred to as "Fort Bend" and the County of Austin, hereinafter referred to as "Austin", acting by and through its duly authorized Commissioners' Court.

WITNESSETH THAT:

WHEREAS, from time to time situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of Fort Bend and the County of Austin; and,

WHEREAS, the Texas Interlocal Cooperation Act, Texas Civil Statute, Article 4413 (32c), authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions; and,

WHEREAS, the governing body of Fort Bend and Austin desire to improve the provision of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Texas Civil Statute, Article 4413 (32c); and,

WHEREAS, Fort Bend and Austin, pursuant to the provisions of Texas Civil Statute, Article 4413 (32c), have determined that it would be in the best interest of the said counties and the citizens and inhabitants thereof, to

enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of Fort Bend and Austin.

WHEREAS, Fort Bend and Austin desire to enter into a mutual aid agreement of the provision of emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between Fort Bend, acting herein by and through its duly authorized Commissioners' Court, and Austin, acting herein by and through its duly authorized Commissioners' Court, as follows:

ARTICLE I

Scope of Services

1.01 -- Services in General.

Fort Bend and Austin agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the county in which it is normally employed or renders services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

1.02 -- Standard of Services.

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the

certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II

Remuneration

2.01 -- Reimbursement for Services.

Fort Bend or Austin shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for that service.

2.02 -- Reimbursement for Costs.

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III

Liability

3.01

The County of Austin agrees to indemnify and hold Fort Bend harmless with respect to any claim, demand, or suit based upon any response by Fort Bend County Emergency Medical Services arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that Fort Bend County Emergency Medical Services is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, Fort Bend will hold the County of Austin harmless and indemnify the County of Austin from costs incurred.

3.02

It is understood that liability to all parties is limited by existing laws covering medical personnel in

performance of their duties in emergency situations.

3.03

It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another party's Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV

Time of Performance

4.01

It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 16th day of February, 1987.

ARTICLE V

Termination

5.01

It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5.02

It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
ATTENTION: County Judge Jodie E. Stavinoha

County of Austin
County Courthouse
Bellville, Texas 77418
ATTENTION: County Judge_____

ARTICLE VI

Laws, Statutes, and Ordinances

6.01

The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 16th day of February, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTESTED:
Dianne Wilson
DIANNE WILSON
County Clerk

DANIEL KOSLER
Director of Fort Bend
County Emergency Medical
Services

SIGNED on this 22nd day of December, 1986, in duplicate originals by order of Commissioners' Court of Austin County.

COUNTY OF AUSTIN

COUNTY JUDGE

ATTESTED:

COUNTY CLERK

Director of Austin County
Emergency Medical
Service

10. CONSIDER APPROVAL OF TWO NEW MEMBERS TO THE FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT #1 BOARD, AND ACCEPT FINANCIAL STATEMENT FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve appointment of Ronald Rowe and Paul Koby to serve on the Fort Bend County Rural Fire Dist.#1. (Recorded in minutes in full)

11. CONSIDER SETTING A HEARING DATE FOR REPLAT OF BRYNMAWR LAKE SUBDIVISION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for replat of Brynmawr Lake Subdivision in Precinct 1 for March 9, 1987 at 11:00 a.m.

12. ENTER INTO MINUTES THE REAPPOINTMENT OF PURCHASING AGENT BY BOARD OF JUDGES AND RECORD BOND & OATH:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to enter into minutes the re-appointment of Purchasing Agent by Board of Judges and record bond & oath. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF DEALER BONDS FOR HELFMAN FORD, GULLO HAAS HYUNDAI INC. AND FIESTA MART INC. #6:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve dealer bonds for Helfman Ford, Gullo Haas, Hyundai Inc. and Fiesta Mart #6 as presented by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

14. CONSIDER METHOD OF APPROVING CHANGES IN TELEPHONE SERVICE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until February 20, 1987. (Recorded in minutes in full)

John Hammett addressed changes in telephone service.

15. CONSIDER SETTING DATE FOR AUCTION OF COUNTY PROPERTY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set county auction for April 5, 1987 at 1:30 p.m.

16. 10:00 A.M.- CONTINUE PUBLIC HEARING ON THE CANCELLATION OF SUBDIVISIONS KNOWN AS PIN OAK ESTATES & PIN OAK ESTATES, SECTION 1, IN PRECINCT 3 AND CONSIDER TAKING ACTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to continue public hearing until February 23, 1987 at 10:00 a.m.

17. CONSIDER ABANDONMENT OF A PORTION OF LAKE DRIVE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until February 23.

2/9 xc: 4 Commissioners 10

FORT BEND RURAL FIRE PREVENTION DISTRICT 1
P. O. BOX 494
FULSHEAR, TEXAS 77441

01312

0032

February 2, 1987

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County
P. O. Box 368
Richmond, TX 77469

Dear Judge Stavinoha,

Enclosed are five copies of audited financial statements prepared by Markwardt, McGuire, Barry & Slavinski, P.C., Houston, Texas, for year ending December 31, 1986. I understand these statements will be submitted to Commissioners Court for their information and approval. If one or more of us needs to present this to the Commissioners Court please let me know.

Yours Very Truly,

James W. Clift
President
Ft. Bend Rural Fire Prevention
District 1

JWC/kg

Enclosure

cc: Flo Berkman
Betty Pawalek

P.S. You can reach me at my office address and telephone number if you need to. The address is P. O. Drawer "C" Stafford, TX 77477 and the number is 713/499-5611.

MARKWARDT, MCGUIRE, BARRY & SLAVINSKI, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
1101 FANNIN BANK BUILDING
HOUSTON, TEXAS 77030

Mr. James Clift, President and Board of Fire Commissioners
Fort Bend County Rural Fire Prevention District No. 1
P. O. Box 494
Fulshear, Texas 77441

We have examined the Balance Sheet of Fort Bend County Rural Fire Prevention District No. 1 and its Statement of Revenue, Expenditures and Changes in Fund Balance for the year ended December 31, 1986. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the financial statements referred to above present fairly the financial position of the Fort Bend County Rural Fire Prevention District No. 1 at December 31, 1986, and the results of its operations and the changes in Fund Balance for the year then ended, in conformity with generally accepted accounting principles consistently applied.

Markwardt, McGuire, Barry & Slavinski pc

MARKWARDT, McGUIRE, BARRY
& SLAVINSKI, P.C.

January 21, 1986

MARKWARDT, MCGUIRE, BARRY & SLAVINSKI, P.C.

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
BALANCE SHEET
DECEMBER 31, 1986

ASSETS

CURRENT ASSETS	
Cash - General Fund	$ 1,854
Cash - Restricted Fund	5,000
Taxes Receivable - Deliquent 1985	9,255
	$ 16,109

DEFERRED CREDIT

DEFERRED TAX REVENUE	$ 9,255
	9,255

FUND EQUITY

FUND BALANCES	
General Operating Fund	1,854
Restricted Fund	5,000
	6,854
	$ 16,109

See Accompanying Notes To Financial Statements

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 1986

	BUDGET	ACTUAL	VARIANCE FAVORABLE (UNFAVORABLE)
EVENUES			
Property Taxes 1985	$51,236	$41,981	$ (9,255)
Penalty and Interest		2,049	2,049
Interest - Checking Account		872	872
Fund Raising	4,916		(4,916)
Total Revenue	56,152	44,902	(11,250)
XPENDITURES			
Administrative			
Office		356	(356)
1985 Tax Statement Preparation		2,209	(2,209)
Tax Collection Fee 1%	500	440	60
Central Appraisal District Fees	500	794	(294)
Legal	500	565	(65)
Interest		84	(84)
Security Bond	500		500
	2,000	4,448	(2,448)
Department			
Interest	15,000	11,170	3,830
Insurance	14,500	11,133	3,367
Telephone and Utilities	4,500	4,023	477
Property Taxes, Penalty and Interest	2,452	2,514	(62)
Vehicle Repairs and Maintenance	4,000	2,214	1,786
Office	600	1,556	(956)
Vehicle Fuel	1,500	898	602
Professional Dues		75	(75)
Property Repairs		50	(50)
Miscellaneous	600	15	585
Vehicle Replacement	6,000		6,000
Mutual Aid Contract	5,000		5,000
	54,152	33,648	20,504
Total Expenditures	56,152	38,096	18,056
Excess Of Revenues Over Expenditures	0	6,806	6,806
UND BALANCE BEGINNING OF YEAR	48	48	
UND BALANCE END OF YEAR	$ 48	$ 6,854	$ 6,806

ee Accompanying Notes To Financial Statements

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 1986

(1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Fort Bend County Rural Fire Prevention District No. 1 was created August 10, 1985, under the provisions of Article 2351a-6 of Vernon's Annotated Civil Statutes. The District operates under the direction of five commissioners and provides protection of life and property from fire and for the conservation of natural resources as in the provision of Section 48-d of Article III of the State Constitution.

The accounting policies of the Fort Bend County Rural Fire Prevention District No. 1 conform to generally accepted accounting principles as applicable to government. The following is a summary of the more significant policies:

A. Fund Accounting

The accounts of the Fire District are organized on the basis of a General Operating Fund with two fund balances. The fund balances are defined as follows:

1. General Operating Fund - It is used to account for all general resources except those required to be accounted for in another specific fund.

2. Restricted Fund - It is funds restricted within the General Fund for the purpose of contingencies or emergencies. The Board must approve any changes in the restriction of this fund balance.

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurements made, regardless of the measurement focus applied. The General Fund is accounted for using the modified accrual basis of accounting. The revenues are recognized when they become measurable and available as net current assets. Taxpayer - assessed income is considered "measurable" when received in the hands of the taxing entity from the intermediary collecting government and are recognized as income at that time. Expenditures are recognized at the time of payment.

(2) PROPERTY TAX

Property taxes are levied on October 1 and payable on January 31. The Fort Bend County Central Appraisal District assesses the property at 100% of market value, while the Fort Bend County Tax Assessor-Collector bills and collects the property taxes under contract. The Fort Bend County Tax Assessor-Collector receives a 1% fee of all property tax, penalty and interest collected. District property tax revenues are recognized when received from the collecting agent.

The District is permitted by the State Constitution to levy taxes up to $.03 per $100 of assessed valuation for support of the District and the purposes authorized within the Act.

The 1985 assessed taxable value is $170,787,667 or orginal tax of $51,236. The District collected 82% of the property tax.

(3) CONTRACTUAL AGREEMENTS

The District entered into a contract with the Fulshear Volunteer Fire Department to provide fire protection services to the residents and commercial interests within the boundaries of the geographic district. The District agrees to pay the department's monthly submitted and approved bills not to exceed the taxes collected less their administrative expenses.

ORDER

ON THE 30TH DAY OF JANUARY, 1987, 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 RE-APPOINTMENT OF JOHN HAMMETT AS COUNTY PURCHASING AGENT FOR SAID COUNTY, PURSUANT TO ART. 1580 V.A.T.S.

BEING SATISFIED THAT JOHN HAMMETT IS A SUITABLE PERSON, IT IS THEREFORE

ORDERED THAT JOHN HAMMETT BE, AND HE IS HEREBY RE-APPOINTED PURCHASING AGENT FOR FORT BEND COUNTY, TEXAS. HIS APPOINTMENT SHALL COMMENCE FEBRUARY 1, 1987, 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 30TH DAY OF JANUARY, 1987.

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

13

01319

February 12, 1987

0032

→TO: Judge Jodie Stavinoha

FROM: Marsha P. Gaines

SUBJECT: Agenda Items

Please place the following on the agenda for the Commissioners Court Meeting to be held on Monday, February 16, 1987:

1. Approval of dealer bonds for Helfman Ford, Gullo Haas Hyundai, Inc and Fiesta Mart, Inc. #6

approved
CC
2/16/87

01320

0032

POWER OF ATTORNEY
INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint AVROHM I. WISENBERG, IRVING POZMANTIER, MAE JOUBERT, BERNARD T. McQUEENEY and JOE L. WILLIAMS, all of the City of Houston, State of Texas _____, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts, and other writings in the nature thereof in penalties not exceeding FIVE HUNDRED THOUSAND -------- DOLLARS ($500,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 9th day of January 19 81.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by Michael B. Fodor
MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 9th day of January, A.D. 19 81, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

Dawn Strawbridge
DAWN STRAWBRIDGE Notary Public

(SEAL) My commission expires 5/28/84

(SEAL)

I, the undersigned, ~~Assistant~~ Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect. In witness whereof, I have hereunto subscribed my name as ~~Assistant~~ Secretary, and affixed the corporate seal of the corporation, this 5th day of February 19 87.

James S. Wyllie
JAMES S. WYLLIE ~~Assistant~~ Secretary

BS-15582 Ptd. in U.S.A.

01321

Continuation Certificate
Surety Bonds.

Bond No. J00198225

0032

INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pa.

This is to certify that DEPUTY DEALER (Kind of Bond) bond in the amount of $40,000.00xxx., issued by the **INSURANCE COMPANY OF NORTH AMERICA**, on behalf of LOUIS F. SMITH (Principal) and in favor of MS. MARSHA GAINES, FORT BEND COUNTY TAX COLLECTOR, FORT BEND COUNTY, TEXAS (Obligee) is hereby continued in force for the period of one year beginning on the 7th day of April 19 87.

The liability of the **INSURANCE COMPANY OF NORTH AMERICA** under said bond and this and all continuations thereof shall not be cumulative.

Signed and sealed this 5th day of February, 19 87.

INSURANCE COMPANY OF NORTH AMERICA

By Mae Joubert
Mae Joubert, Attorney-in-Fact

Attest [illegible]

BS-2782 11/74 Printed in U.S.A.

No. 9943951T..... PREMIUM $ ....400.00..... 01322

JUDICIAL AND MISCELLANEOUS SURETY DEPARTMENT

0032

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY

HOME OFFICES: BALTIMORE, MD. 21203

Continuation Certification

FOR MISCELLANEOUS TERM BONDS

Robert Walter Matthews Comptroller, Gullo Haas Hyundai, Inc.

as Principal, and the Fidelity and Deposit Company, as Surety, in a certain Bond, No. 9943951T, dated the 21st day of February 19 86, in the penalty of Twenty Thousand Dollars ($20,000.00), in favor of Tax Assessor & Collector, Fort Bend County Texas, do hereby continue said bond in force for the further term of one year beginning on the 18th day of February 19 87 and ending on the 18th day of February 1988.

Motor Vehicle Sales Tax

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 9th day of February 19 87.

Witness:

Robert Walter Matthews Comptroller,
Gullo Haas Hyundai, Inc. (Seal)
Principal

By: (Seal)
Principal

(Seal)
Principal

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND

☒ FIDELITY AND DEPOSIT COMPANY

Darlene Pipkin By Carol Webb
Attorney-in-Fact

J333(TX)—

— ORIGINAL —

01323

AMERICAN STATES INSURANCE COMPANY

0032

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, That we Donald L. Bonham C/O Fiesta Mart, Inc. #6, 3707 Avenue H of Rosenberg, Texas 77471 in the State of Texas as Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana, and authorized to become sole surety on bonds in the State of Texas, as Surety, are held and firmly bound unto Ms. Gaines, Tax Assessor/Collector of Fort Bend County, Texas

in the State of Texas, in the full and just sum of Ten Thousand and No/100 Dollars- - - - - - - - - - - - - ($10,000.00--) Dollars, lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 17th day of February A. D. 1987.

WHEREAS, the said Donald L. Bonham has been duly appointed to the office of Deputy Tax Assessor & Collector of Fort Bend County, Texas for a term of 1 year years beginning on the 26th day of February 1987, and ending on the 26th day of February 1988.

NOW, THEREFORE, THE CONDITION of THE ABOVE OBLIGATION IS SUCH, that if the above bounden Donald L. Bonham shall, during the aforesaid term, faithfully and truly perform all the duties of his office and shall pay over and account for all funds coming into his hands by virtue of his said office of Deputy Assessor Collector of Ft. Bend County, Tex as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said AMERICAN STATES INSURANCE COMPANY has caused these presents to be signed by its Attorney-in-Fact, the day and year first above written.

Signed and sealed in the presence of:

Donald L Bonham (SEAL)
Donald L. Bonham

Victor R. Rodriguez

AMERICAN STATES INSURANCE COMPANY

By Robert Cobb
Robert Cobb Attorney-in-Fact

AT 1101 Sundial Drive
Richardson, Texas 75081

STATE OF Texas
COUNTY OF Harris } ss.:

Before me, this 9th day of February A. D. 1987 personally appeared the said Donald L. Bonham, to me known and known to me to be the individual described in and who executed the foregoing bond, and he acknowledged to me that he executed the same.

Joseph L. Jurica

JOSEPH L. JURICA
Notary Public, State of Texas
My Commission Expires 9/8/89

Form 9-1013
10-49

01324

GENERAL POWER OF ATTORNEY

American States Insurance Company

INDIANAPOLIS, INDIANA

0032

206-700

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

ROBERT COBB

of Richardson and State of Texas

its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed TWO MILLION AND NO/100 ($2,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 19th day of February

A. D. 19 81

(SEAL)

ATTEST: Thomas M. Ober
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By Alanson T. Abel
Assistant Vice-President

STATE OF INDIANA
COUNTY OF MARION } SS:

On this 19th day of Febrary, A. D., 19 81, before me personally came Alanson T. Abel, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 14, 1984
My Commission Expires

Kelly J. Foster
Notary Public

STATE OF INDIANA
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 17th day of February,

A. D., 19 87

(SEAL)

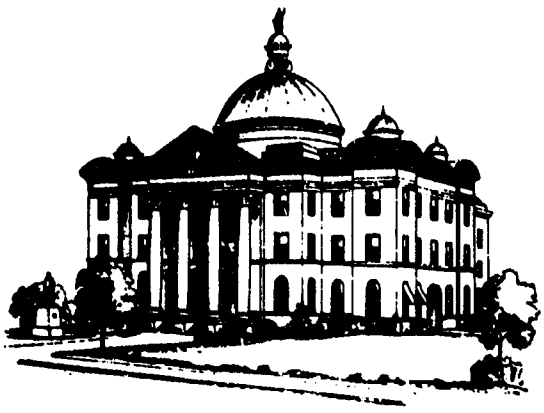
Thomas M. Ober
Assistant Secretary

Form 9-1459 (8-80)

FIVE MONTH TELEPHONE COSTS HISTORY
(1 AUGUST 1986 THRU 31 DECEMBER 1986)

TOTAL PAID FOR PHONE SERVICE (5 MONTHS):	$ 80,799.46
AVERAGE MONTHLY COST:	$ 16,159.89
X 12 MONTHS:	$193,918.70
AMOUNT IN BUDGET:	-$190,000.00
PROJECTED SHORTFALL:	($ 3,918.70)

Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 342-3411

Richmond, Texas

County of Fort Bend

February 16, 1987

TO: COMMISSIONERS COURT
PURCHASING AGENT

FROM: DIANNE WILSON

RE: TELEPHONES

The County Clerk's office receives approximately 300 calls per day and twice that number during elections. A request was submitted in January for two additional phone extensions for the two new court clerks and to date the phones have not been installed which has caused a hardship.

I would appreciate immediate consideration in this matter.

Dianne

18. ADVERTISE FOR BIDS FOR THE INSTALLATION OF A COAXIAL CABLE CONNECTION FROM COURTHOUSE ANNEX TO COURTHOUSE REQUESTED BY DATA PROCESSING MANAGER:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for the installation of a coaxial cable connection from courthouse annex to courthouse as requested by Data Processing Manager.

19. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG AND UNDER WERNECKE RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable along and under Wernecke Rd. in Precinct 2. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM NAVATEX CONSTRUCTION INC. TO INSTALL A WATER LINE UNDER WINKLEMAN RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Navatex Construction Inc. to install a water line under Winkleman Rd. in Precinct 3. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER & ALONG ROSE RD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable under & along Rose Rd. in Precinct 4. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM PHILLIPS NATURAL GAS CO. TO LAY GAS LINE UNDER AYLOR RD., LONG LANE & AYLOR DITCH IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Phillips Natural Gas Co. to lay gas line under Aylor Rd., Long Lane and Aylor Ditch in Precinct 4. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 10:15 a.m.

RECONVENE:

Commissioners' Court reconvened at 11:00 a.m.

23. 11:00 A.M.- HOLD PUBLIC HEARING TO INSTALL A TRAFFIC CONTROL DEVICE ON HARLEM RD. AT TDC JESTER UNIT IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to install a traffic control device on Harlem Rd. at TDC Jester Unit in Precinct 3, as designated by the County Engineer, in the amount of $228.00 for 2 blink lights, $350.00 for control, totaling $578.00 for installation.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated February 4, 1987, permit no. 80799 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 17th. 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 Dunham, 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 Kuechler
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

01329

Appl. # 80799

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, Texas.

Karl E. Baker, P. E.
Karl E. Baker, P. E.
Assistant Engineer

February 9, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01330
0032

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80799

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Wernecke	653' from Centerline of Straznicky 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
Wernecke	663' from Centerline of Straznicky Rd.	10' NE	10'
Wernecke	653' from Centerline of Straznicky Rd.	248' SW	248'

General Description

Beginning at a point on the northwest R.O.W. at 663' from the centerline of Straznicky Rd. and 1,976' from the centerline of Thuesen Rd. Thence, proceeding in a northeasterly direction 10' at 3' from the northwest R.O.W. line. Thence, boring under Wernecke Rd. and proceeding in a southwesterly direction 248' at 3' from the southeast R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: Febuary 4, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-392-9701

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Navatex Construction, Inc. dated 2/10/87, permit no. 80800 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 17th. 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 Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

picked up copies 2/17/87

Appl. # 80800 **01332**

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

2/12/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Navatex Construction Co., Inc. Mission Bend M.U.D. #1 as principal and SAFECO Insurance Company of America as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two Thousand Dollars and No/100 ---------- DOLLARS ($2,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounded principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiciton of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounded principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, condutis and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

Original in bond file

to be by said principal done and performed; at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 11th day of February, 19 87

Navatex Construction Co., Inc.
Mission Bend M.U.D. #1
PRINCIPAL

Milton Boender
BY:

SAFECO Insurance Company of America
SURETY

BY:

01335

SAFECO

POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

0032

No. 6847

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

----------KENNETH L. MEYER; C. A. McCLURE, Houston, Texas----------

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 9th day of October, 19 85.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 11th. day of February, 19 87.

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)

01336

0032

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80800

Formal notice is hereby given that NAVATEX CONST. CO. INC., 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	Cas
WINKLEMAN	AT INTERSECTION OF WINKLEMAN AND BEECHNUT	50 L.F.	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

The location and description of the proposed installation and appurtenances is more fully on the attached plans and drawings. (Plans and drawings of proposed installation and appur ances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, date the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1026
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: NAVATEX CONST. CO. INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week

T. Hodge
(Signature)

NAME & TITLE T.L. HODGE/SUPERINTENDENT
(Please Print)

DATE: 2/10/87
ADDRESS 14710 CLAY ROAD
(Street/P.O. Box)

HOUSTON TEXAS
City State

21

01337

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated January 30, 1987, permit no. 80797 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 17th. 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 Lutts, 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 Kruse
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.

01338

Appl. # 80797

0032

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, Texas.

Karl E. Baker, P.E.

Karl E. Baker, P. E.
Assistant Engineer

2/5/87
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- ____ Performance bond submitted in the amount of ____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

01339

To be Submitted in Quintuplicate----5

0032

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 4
Key Map Ref.
Notification No. 80797

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
Rose Road	Approximatly 900' south of Cottonwood School Road	30'	XXX		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS AND/OR DITCHES WITHIN RIGHT-OF-WAY

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Rose Road	Approximatly 900' south of Cottonwood School Road	South	600'

GENERAL DESCRIPTION

Buried Cable will begin at a point 900' south of Cottonwood School on the east right of way of Rose Road, and will extend west crossing Rose Road through a 30' bore then will extend south on the west right of way of Rose Road for a total distance of 600'.

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. R. Lance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite ~~240~~ 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: Janaury 30, 1987
Log No.: RR*1

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Phillips Natural Gas Company dated February 5, 1987, permit no. 80798 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 17th. 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 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 Stanley T. Kreta
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80798

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, Texas.

Karl E. Baker, P.E.
Karl E. Baker, P. E.
Assistant Engineer

2/5/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $6,000.00

01342

0032

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. 80798

Formal notice is hereby given that PHILLIPS NATURAL GAS COMPANY, 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
See Attached Plats						
AYLOR DITCH		45'	X			

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

A concrete coated 6-inch natural gas pipeline to cross underthe subject drainage ditch in the Gail Borden League, A-12, per attached plats.

The location and description of the proposed installation and appurtenances is more fully sho on the attached plans and drawings. (Plans and drawings of proposed installation and appurte 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: PHILLIPS NATURAL GAS COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John C Tackett
(Signature) John C. Tackett

NAME & TITLE Attorney-in-Fact
(Please Print)

DATE:
ADDRESS PTRE&C, P. O. Box 1967
(Street/P.O. Box)

Houston, Texas 77251-1967
City State Zip
TELEPHONE NO: (713) 669-3693

22

01343

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Phillips Natural Gas Company dated February 5, 1987, permit no. 80798 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 17th. 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 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 Stanley L. Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosen
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

01344

Appl. # 80798

0032

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

2/5/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $6,000.00

PERFORMANCE BOND

Bond No. 49 97 899

KNOW ALL MEN BY THESE PRESENTS, that we, PHILLIPS NATURAL GAS COMPANY, a Corporation organized under and by virtue of the laws of the State of Delaware and duly authorized to do business in the State of Texas, as Principal, and GENERAL INSURANCE COMPANY OF AMERICA, a Washington Corporation having its principal office and place of business at Seattle, Washington, and duly admitted and licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County of Fort Bend, Texas, in the sum of Six Thousand Dollars ($6,000.00), for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the above bounded Principal intends to cross two (2) road crossings, and one (1) drainage ditch crossing within the County of Fort Bend, Texas, during construction of a pipeline.

Signed and sealed this 16th day of January, 1987.

ATTEST:

Assistant Secretary

PHILLIPS NATURAL GAS COMPANY

J. M. Doyle - Assistant Treasurer

COUNTERSIGNATURE:

David O. Turner
Resident Agent

GENERAL INSURANCE COMPANY OF AMERICA

C. R. Barnes - Attorney-in-Fact

LAHWD/005

01346

SAFECO

POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

0032

No. 6882

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

----------C. R. BARNES, Bartlesville, Oklahoma----------

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 27th day of December, 19 83.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

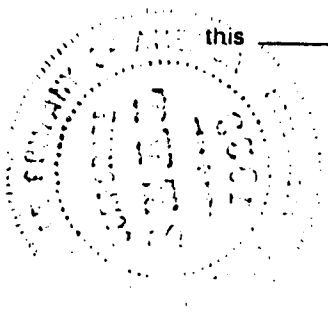
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 16th day of January, 19 87.



S-974 R9 9/81

PRINTED IN U.S.A.

01347
0032

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. 80798

Formal notice is hereby given that PHILLIPS NATURAL GAS COMPANY, 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
See Attached Plats						
TAYLOR RD		90'	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

A concrete coated 6-inch natural gas pipeline to cross under the subject road in the Sarah Kennedy League, A-45, per attached plats. The pipeline will be installed by boring under the subject road.

The location and description of the proposed installation and appurtenances is more fully sho on the attached plans and drawings. (Plans and drawings of proposed installation and appurte 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: PHILLIPS NATURAL GAS COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John C. Tackett
(Signature) John C. Tackett

NAME & TITLE Attorney-in-Fact
(Please Print)

DATE:
ADDRESS PTRE&C, P. O. Box 1967
(Street/P.O. Box)

Houston, Texas 77251-1967
City State Zip

TELEPHONE NO: (713) 669-3693

22

01348

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Phillips Natural Gas Company dated February 5, 1987, permit no. 80798 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 17th 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 Sutter, 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 Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80798 01349

0032

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, Texas.

Karl E. Baker, P.E.
Karl E. Baker, P. E.
Assistant Engineer

2/5/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $6,000.00

01350
0032

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. 80298

Formal notice is hereby given that PHILLIPS NATURAL GAS COMPANY, 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
See Attached Plats						
LONG LANE		45'	X			

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

A concrete coated 6-inch natural gas pipeline to cross under the subject road in the Sarah Kennedy League, A-45, per attached plats. The pipeline will be installed by boring under the subject road.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: PHILLIPS NATURAL GAS COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John C. Tackett
(Signature) John C. Tackett

NAME & TITLE Attorney-in-Fact
(Please Print)

DATE:
ADDRESS PTRE&C, P. O. Box 1967
(Street/P.O. Box)

Houston, Texas 77251-1967
City State Zip

TELEPHONE NO: (713) 669-3693

24. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (G), V.T.C.S. AND TAKE ACTION, IF NECESSARY:

Postponed Closed Session.

RECESS:

Commissioners' Court recessed at 12:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

25. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) RFP FOR TELEPHONE SYSTEM FOR FORT BEND COUNTY OFFICE BUILDING LOCATED ON LEGION DRIVE, RICHMOND (RFP #87-11); (2) PHOTOGRAPHIC SUPPLIES FOR FORT BEND COUNTY (#87-14); (3) KITCHEN EQUIPMENT FOR SHERIFF'S DEPT. (#87-15); (4) TRACK JOB ON FIAT ALLIS FD30 BULLDOZER, SN#18C00462 (#87-16); (5) ONE OR MORE NEW GRADE & SLOPE CONTROL (AUTOMATIC LEVELER) WITH 40' SKI, INSTALLED (#87-18):

Open bids for RFP for telephone system for Fort Bend County Office Building located on Legion Drive, Richmond:

The following bids were presented to Commissioners' Court for review.

A) AT & T
B) CRITERIOR TELEPHONE CORP.
C) GENESIS TELECOM, INC.
D) INTERCONNECT COMM., INC.
E) INTERWEST COMMUNICATIONS CORP.
F) ISOTEC
G) LANIER BUSINESS PRODUCTS
H) REGENCY TELECOM
I) SOUTHWESTERN BELL TELEPHONE
J) DIRECT TELEPHONE CO.
K) FORT BEND TELEPHONE CO.

Open bids for photographic supplies for Fort Bend County:

The following bids were presented to Commissioners' Court for review.

A) CAMERAS UNLIMITED
B) SOUTHWESTERN CAMERA

Open bids for kitchen equipment for Sheriff's Dept.:

The following bids were presented to Commissioners' Court for review.

A) FOOD EQUIPMENT SPECIALISTS
B) GARDNER RESTAURANT SUPPLY
C) LAMOR EQUIPMENT CO.

Open bids for track job on Fiat Allis FD30 bulldozer,SN#18C00462:

The following bids were presented to Commissioners' Court for review.

A)	HI-WAY EQUIPMENT	$ 17,719.60
B)	WAUKESHA-PEARCE INDUSTRIES	$ 14,133.96
C)	WORLD WIDE WELDING & PRESS	$ 10,411.12

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the low and best bid be awarded to WORLD WIDE WELDING & PRESS in the amount of $10,411.12 for track job on Fiat Allis FD30 bulldozer, SN#18C00462, funds

25/1

01352

0032

BID ITEM: TELEPHONE SYSTEM FORT BEND COUNTY BUILDING AT LEGION DR., RICHMOND, TEXAS

RFP NUMBER: 87-11

VENDORS NOTIFIED BY LETTER

COMPANY	PROPOSAL SUBMITTED
ALL COMPUTER	
AT & T ✓	✓
~~AT & T INFORMATION SYSTEMS, INC.~~	
AUDIO COMMUNICATIONS CORP.	
CENTECH COMMUNICATIONS CORP.	
CENTEL BUSINESS SYSTEMS	
COMMUNICATIONS CORP OF AMERICA	
CRITERIOR TELEPHONE CORP. ✓	✓
ELECTRONIC TECHNICIANS, INC.	
FAS	
GENESIS TELECOM, INC. ✓	✓
GTE	
INTERCONNECT COMM., INC. ✓	✓
INTERWEST COMMUNICATIONS CORP. ✓	✓
ISOTEC ✓	✓
LANIER BUSINESS PRODUCTS ✓	✓
MOBILRADIO	
PCE TELESYSTEMS, INC.	
PHONE SYSTEMS, INC. ✓	
RADIO SHACK	
RCA SERVICE COMPANY	
REGENCY TELECOM ✓	✓
ROYAL COMMUNICATIONS	
SLT COMMUNICATIONS	
SOUTHWESTERN BELL TELECOM	
SOUTHWESTERN BELL TELEPHONE ✓	✓
SPERRY CORP. INFOR. SYSTEMS	
~~SWBT~~	
TELA COMMUNICATIONS	
TELECABLTRONICS COMM.	
THE TELEPHONE CONNECTION	
TIP COMMUNICATIONS CO.	
XL TELEPHONE AND COMMUNICATIONS, INC.	
DIRECT TELEPHONE CO ✓	✓
FORT BEND TELEPHONE CO ✓	✓

25/2

01353

BID ITEM: PHOTOGRAPHIC SUPPLIERS FORT BEND COUNTY

BID NUMBER: 87-14

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
CAMERAS UNLIMITED ✓	✓
FONDREN CAMERA, INC.	
PHASSCO	
PHOTOVISION, INC.	
SKYLARK CAMERA AND VIDEO	
SOUTHWESTERN CAMERA ✓	✓
WESTERN CAMERA SUPPLY	

25/3

01354

BID ITEM: PURCHASE OF KITCHEN EQUIPMENT FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT.

BID NUMBER: 87-15

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALIEF RESTAURANT SUPPLY	
CHEF'S WAREHOUSE	
EQUIPMENT MARKETING INTER.	
FOOD EQUIPMENT SPECIALISTS ✓	✓
FORD RESTAURANT SUPPLY	
GARDNER RESTAURANT SUPPLY ✓	✓
GERBERS RESTAURANT	
HOUSTON RESTAURANT SUPPLY	
NORTHWEST RESTAURANT SUPPLY	
PIONEER INDUSTRIES	
RESTAURANT SUPPLY CO.	
S & D EQUIPMENT	
SYSCO FOOD SERVICES, INC.	
Lamar Equip Co ✓	✓

BID ITEM: TRACK JOB FIAT ALLIS FD-30 BULLDOZER.

BID NUMBER: 87-16

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ALL WAYS EQUIPMENT	
BADO EQUIPMENT CO.	
BOETTCHER-HLAVINKA	
BRAZOS EQUIPMENT SALES	
CASE POWER AND EQUIPMENT	
CONLEY-LOTT NICHOLS	
D.M. COOK CO.	
E.L. LESTER CO	
EAGLE LAKE IMPLEMENT CO.	
ENVIRONMENTAL SALES AND SERVICE	
FABRICATORS, INC.	
FOGLE EQUIPMENT	
GEMCO EQUIPMENT	
GULF MACHINERY	
HALL EQUIPMENT	
HAMILTON EQUIPMENT	
HERTZ EQUIPMENT	
HI-WAY EQUIPMENT ✓	17,719.60
HOUSTON TRACTOR	
HYCO EQUIPMENT	
INGERSOLL-RAND	
JACK DAVIS TRUCK	
MCDONALD EQUIPMENT	
MUSTANG TRACTOR	
NICKELL DISTRIBUTORS	
PLAINS MACHINERY	
PRECO MACHINERY	
R.B. EVERETT	
ROMCO EQUIPMENT CO.	
S & N POWER PRODUCTS	
SEALY TRACTOR AND IMPLEMENT	
SOUTH TEXAS EQUIPMENT	
SOUTH TEXAS LANDFORMING	
TOM FAIRY CO.	
TROJAN INDUSTRIES	
WACKER CORPORATION	
WAUKESHA-PEARCE INDUSTRIES ✓	14,133.96
WORLD WIDE WELDING & PRESS ✓	10,411.12

to come from the Drainage District budget. (Recorded in minutes in full)

Open bids for one or more new grade & slope control (automatic leveler) with 40' ski, installed:

The following bids were presented to Commissioners' Court for review.

A)	FORTRESS ALLATT, LTD	$ 8,568.00
B)	J.W. BARTHOLOW, CO.	$16,678.25

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to FORTRESS ALLATT, LTD. for one new grade & slope control (automatic leveler) with 40' ski, installed in the amount of $8,568.00 subject to bid meeting all specifications. Funds to come from Precinct 2. (Recorded in minutes in full)

26. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

27. CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF ART. 2368A.5, V.A.T.S., DUE TO THE REQUIREMENT TO PURCHASE ITEMS (BULLDOZER PARTS) MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to grant an exemption to the competitive bidding requirements of ART. 2368A.5, V.A.T.S., due to the requirement to purchase items (bulldozer parts) made necessary by unforseen damage to public property.

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:25, Monday, February 16, 1987.

25/5

01357

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW GRADE AND SLOPE CONTROL (AUTOMATIC LEVELER) WITH 40' (FORTY FOOT) SKI, INSTALLED.

0032

BID NUMBER: 87-18

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
FORTRESS ALLATT, LTD. ✓	8,568.00
J.W. BARTHOLOW, CO. ✓	16,678.25
MR. VIC BROWN	
WAUKESHA PEARCE INDUSTRIES	
PRE-CO	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 16 day of February, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Letts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 16TH day of FEBRUARY, 1987 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. ESPEY, HUSTON & ASSOCIATES, RE: STATUS REPORT ON COUNTY MASTER DRAINAGE STUDY:

   Postpone

2. DISCUSS & REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

   Drainage District JANUARY monthly report was discussed.

3. ADJOURNMENT:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 2:15 p.m. Monday, February 16, 1987.

#2
01360

0032

COUNTY OF FORT BEND

Drainage District

Stanley L. Kucherka, Jr. P.E., Chief Eng. & Mgr.
Daniel E. Gerken, P.E., First Asst. Eng.
Mark A. Vogler, Asst. Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3417 Avenue F
Phone: 342-2863

MONTHLY REPORT

JANUARY, 1987

The removal of vegetation was accomplished by shredding during January, 1987. Work was done on a total of twenty-two (22) streams.

Some of those included Big Creek, the Ditch B and B-1 systems in the Blue Ridge area, Stafford Run Creek and Willow Fork of Buffalo Bayou. A complete list of all other streams worked is included later in this report.

The District's bridge crew worked on several projects during January. Repairs were made to a bridge on Flewellen Ditch and one new bridge was built nearby on the same stream. The repairs consisted of replacing all abutment pilings and rebuilding both headwalls and wingwalls. Another bridge was repaired on Jones Creek lateral II-E-1. Work here consisted of replacing some stringers and then re-decking a two-span bridge. Similar repairs were done to a portion of a bridge across Gapp Slough. Work began on a new bridge across the re-channelled portion of Rabbs Bayou on January 21. The estimated completion date should be during the week of February 9.

The excavation of Cow Creek continued with work now nearing Cow Creek Road. Approximately 32,000 cubic yards of dirt were dug.

The District's Northwest 41 dragline and Caterpillar D-6 bulldozer continued to work on Buffalo Creek. These machines dug and spread approximately 8,700 cubic yards of dirt.

The Dry Creek project also continued with several phases being done. The bridge crew finished the new bridge they had begun in December, 1986. The Linkbelt excavator and Ruston Bucyrus dragline both spent portions of January installing drop inlet pipes. The Linkbelt LS-128 dragline also worked here doing excavation, though progress was slowed by wet soil conditions.

On January 20 the District's Linkbelt LS-98 dragline began the excavation of Stafford Run Creek upstream of Avenue E near Stafford. Approximately 6,500 cubic yards of spoil dirt were removed.

Shirley Construction continued the excavation of Rabbs Bayou and removed approximately 77,500 cubic yards. Work is now progressing on the Williams property.

The following charts show where Drainage District equipment worked during January.

SHREDDERS

Andrus Creek	
115	1/30
243	1/30
513	1/30
Big Creek II-B	
105	1/26-1/30
107	1/26-1/30
109	1/23-1/30
127	1/23-1/30
154	1/22-1/29
225	1/19-1/29
512	1/19-1/29
Buffalo Creek I-B-3	
514	1/12
518	1/22-1/23
Clear Creek VI	
119	1/27-1/30
124	1/27-1/30
230	1/28-1/30
Cooley Ditch	
117	1/29-1/30
146	1/29-1/30
Ditch B	
106	1/27-1/30
122	1/26-1/30
515	1/15, 1/26-1/30
Ditch B-1	
106	1/19-1/22
122	1/19-1/22
515	1/19-1/22
Ditch B-1-a	
106	1/15
122	1/15
Fairchilds Creek II-B-10	
517	1/29-1/30

Gapp Slough II-B-10-a	
142	1/27-1/30
Guyler Ditch II-BB	
117	1/19-1/26
146	1/6, 1/19, 1/26
Mound Creek I-A	
120	1/26-1/30
123	1/26-1/30
Mustang Creek IV	
111	1/12-1/26
121	1/12-1/30
Oyster Creek	
119	1/5-1/14
124	1/5-1/14
230	1/5-1/14
Rabbs Bayou II-D	
142	1/26
Robinowitz Ditch II-M	
113	1/6-1/13
115	1/5-1/13
513	1/5-1/13
Stafford Run Creek II-K-1	
119	1/15-1/27
124	1/15-1/27
230	1/15-1/22
Turkey Creek I-D	
108	1/26-1/30
110	1/26-1/30
130	1/26, 1/30
518	1/26-1/30
Turkey Creek I-D-9	
130	1/27
Waters Lake Bayou II-C	
242	1/7-1/14

West Simonton Ditch II-YY

117	1/5-1/6, 1/27-1/28
128	1/2-1/16
146	1/2-1/5, 1/27
156	1/2-1/5, 1/19-1/26

Willow Fork of Buffalo Bayou V-A

112	1/5-1/7, 1/15-1/30
118	1/5-1/7, 1/15-1/30

HEAVY EQUIPMENT

Big Creek II-B	
Rapier NCK-305 Dragline	1/12
Buffalo Creek I-B-3	
Northwest 41 Dragline	1/5-1/30
Caterpillar D-6 Bulldozer	1/21-1/30
Cow Creek II-A	
Northwest 9570 Dragline	1/5-1/30
Fiat Allis FD-20 Bulldozer	1/20
Cottonwood Creek II-B-24	
Rapier NCK-305 Dragline	1/13
Dry Creek II-B-2	
Rapier NCK-305 Dragline	1/5-1/9
Linkbelt LS-2800 Excavator	1/8-1/9, 1/13-1/28
International TD-25 Bulldozer	1/2-1/8
Ruston Bucyrus RB-22 Dragline	1/9-1/28
Fiat Allis FD-16 Bulldozer	1/5-1/30
Linkbelt LS-128 Dragline	1/5-1/30
Flewellen Ditch II-E-10	
Linkbelt LS-98 Dragline	1/5-1/16
Precinct #3 Maintenance Facility	
Caterpillar D-6 Bulldozer	1/5
Rabbs Bayou II-D	
Fiat Allis FD-30 Bulldozer	1/5-1/30
Rapier NCK-305 Dragline	1/21-1/30
Linkbelt LS-2800 Excavator	1/2-1/7, 1/12
Fiat Allis FD-20 Bulldozer	1/5-1/16, 1/21-1/30
International TD-25 Bulldozer	1/9-1/30
Fiat Allis FD-20 Bulldozer	1/5-1/30
Seabourne Creek II-B-4	
Rapier NCK-305 Dragline	1/14-1/15
Snake Creek I-C	
Linkbelt LS-2800 Excavator	1/29
Stafford Run Creek II-K-1	
Linkbelt LS-98 Dragline	1/20-1/30

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 16, 19 87.

STARTING WITH
FILM CODE NO. VOL.32 PG.1108

ENDING WITH
FILM CODE NO. VOL.32 PG.1365

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Alice Stout
DEPUTY

COUNTY COURT OF FORT BEND COUNTY, TEXAS

01366

0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF APRIL, 1987.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 01367.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 23, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 16, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Review fee officers' monthly reports.

6. Mr. Milton Diettert, State Dept. of Highways & Public Transportation, re: 1987-88 Texas Farm to Market Road Program.

7. Mr. Don Ramos, ACAS Inc., re: consider utilization of private enterprise for County residents on non-emergency patient discharge transfers from medical facilities to patients' residences at no cost to anyone other than those utilizing that particular private enterprise, thereby keeping Fort Bend County E.M.S. emergency ambulances available for their primary function.

8. Consider approval of resolution authorizing the creation of Fort Bend Flood Control Water Supply Corp.; approving the Articles of Incorporation thereof; and containing other provisions relating thereto.

9. Consider approval of amended drainage agreement with Pecan Grove Municipal Utility District, Fort Bend County Drainage District and Pecan Grove Associates.

10. Constable Dave Roden, Precinct 1, re: appointment of reserve officers for the Precinct 1 Constable's office.

11. Record County Employee Salary Report.

12. Consider approval of dues in the amount of $100 to South Texas County Judges & Commissioners Assn.

13. Consider method of approving changes in telephone services.

14. 10:00 a.m. - Continue public hearing on the cancellation of subdivisions known as Pin Oak Estates & Pin Oak Estates, Section 1, in Precinct 3 and consider taking action.

15. Consider abandonment of a portion of Lake Drive in Precinct 3.

16. Accept & rebudget check from Chemlawn Services in the amount of $831.85 for damage to County vehicle.

17. Transfer $3,148.15 from Drainage District Fund into Bridge Improvement Fund.

18. Consider application from Sugar Land Telephone to lay cable under & along Bissonnet St. in Precinct 3.

19. Authorize advertising for bids for one or more crawler or rubber tire slope mower with and without trade-in; and for Case Binders.

20. Consider awarding bids for the following: (1) Photographic supplies-#87-14; and (2) Kitchen equipment for Sheriff's Dept.--#87-15.

21. Meet in Closed Session to discuss personnel matters as authorized by Art. 6252-17, Sec. 2(g), V.T.C.S. and take action, if necessary.

22. 1:30 p.m. - Open bids for the following: (1) One or more new 3/4 ton pickup trucks (#87-19); (2) One or more new 1/2 ton pickup trucks (#87-20); (3) One or more new 1/2 ton pickup trucks with trade-in (#87-21); (4) Storage building, Prct. 1 facility, Crabb, Texas; (5) Sale & removal of all improvements located at 311 South Third St., Richmond (1 frame house only).

23. 2:00 p.m. - Receive and consider proposals for contract for banking services including depository pledge contracts.

CONTINUED

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
FEBRUARY 23, 1987

24. Approve bills.

~~25~~. Adjournment.
26

~~25~~) 25) closed session

FILED FOR RECORD
TIME 2:40 PM

FEB 19 1987

Jeanne Wilson
County Clerk, Fort Bend Co. Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 19, 1987 at 2:50 p.m. by N. Landry.

ADDENDUM TO AGENDA
OF MONDAY, FEBRUARY 23, 1987
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of Monday, February 23rd:

MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS & LITIGATION AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (e)&(f), V.T.C.S., AND TAKE ACTION, IF NECESSARY.

FILED FOR RECORD
TIME 8:55 A.M. P.M.

FEB 20 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavincha
Jodie E. Stavincha, County Judge

I certify that this addendum to agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Friday, February 20, 1987 at 9:00 a.m. by D. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 23RD day of FEBRUARY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

A letter from Texas Justice Court Training Center was read in court concerning Judge Gary Frederickson having completed a twenty hour course in the duties of the office of Justice of the Peace Precinct 2, Place 2.

A certificate was presented to Mel Speed, Coordinator of Emergency Management, on having completed courses which comprise the Professional Development Series in Emergency Management. Mr. Speed is among the first few in Texas to achieve this degree of professional training which qualifies him for special certification by the Emergency Management Institute. (Recorded in minute in full)

1. APPROVE MINUTES OF MEETING OF FEBRUARY 16, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of February 16, 1987 with corrections to page 3, #14.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contract with REPUBLIC NATIONAL BANK and SUGAR CREEK BANK.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

COUNTY JUDGE
COMMISSIONER PRECINCT 1, 2, 3 & 4
COUNTY ENGINEER
EXTENSION SERVICE
LIBRARY
HEALTH DEPARTMENT
AUDITOR

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve fee officers' and non-fee officers' monthly report for JANUARY 1987 as presented by County Auditor. (Recorded in minutes in full)

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01371

0032

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

February 18, 1987

RECEIVED
FEB 20 1987
COUNTY JUDGE

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of February 10-13, 1987, Judge Gary Frederickson successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

B

01372

0032

Federal Emergency Management Agency

National Emergency Training Center
Emmitsburg, Maryland 21727

JAN 16 1987

Mr. Robert Lansford
Chief, Division of Disaster
Emergency Services
Texas Department of Public Safety
Box 4087, N. Austin Station
Austin, TX 78773

Dear Mr. Lansford:

The Emergency Management Institute is pleased to award to Melvin L. Speed the enclosed certificate recognizing his achievement in completion of the courses which comprise the Professional Development Series in Emergency Management.

Mr. Speed's accomplishment in completing these courses is a notable achievement, signifying his commitment to increased professionalism in the emergency management field.

The mandate to build an integrated emergency management system within our communities, our States and our nation is one which depends on the talents of those who, like Mr. Speed, are willing to expend energy working across organizational boundaries. It is the leadership of these individuals who can see beyond the mundane obstacles of the "turf" problems and financial restrictions that is building, across this country, emergency management systems ready and capable to deal with the multitude of identified hazards.

We hope that you join with us in recognition of Mr. Speed's achievements, both in the classroom and--more importantly--in the emergency management communities of which he is a part.

Sincerely,

Robert T. Petersen
Deputy Superintendent
Emergency Management Institute

Enclosure

cc:
Regional Director

01373

0032

DIVISION OF EMERGENCY MANAGEMENT

TEXAS DEPARTMENT OF PUBLIC SAFETY

WILLIAM P. CLEMENTS, JR.
Governor

5805 N. Lamar Blvd.
Box 4087
Austin, Texas 78773-0001
Duty Hours 512/465-2138
Nonduty Hours 512/465-2000

JAMES B. ADAMS
Director

ROBERT A. LANSFORD
Coordinator

February 3, 1987

The Hon. Jodie E. Stavinoha
Fort Bend County, County Judge
P. O. Box 368
Richmond, TX 77469

Dear Judge Stavinoha:

The attached certificate of completion of the Professional Development Series represents a significant achievement for individuals in the emergency management field. Mr. Melvin L. Speed, Coordinator, is among the first few in Texas to achieve this degree of professional training which qualifies him for special certification by the Emergency Management Institute.

I respectfully request that you, as Chief Executive Officer for your jurisdiction, sign this certificate and formally present it to Mr. Speed. This procedure will provide needed and appropriate recognition for his completed training.

Thank you for your assistance.

Sincerely,

Robert A. Lansford
State Coordinator

RAL:Fm

Attachment

RECEIVED
FEB 11 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Jodie E. Stavinoha, Johnnie Pustka, Ben Denham, Alton Pressley, Bob Lutts, Dan Gerken, STANLEY Kucherka

Period: Date of Departure 3/2/87

Date of Return 3/3/87

Purpose of Trip: Attend TX Water Commission hearing on Big Creek

Places to be Visited: TX Water Commission - Austin

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Stanley L. Kucherka

Name

Stanley L. Kucherka, Jr., P.E.

2/23/87

Date

Drainage Dist. Mgr/Co. Eng

Title

* *

Approved: Commissioners' Court

J. Stavinoha

County Judge

2-23-87

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County FOR ~~accompanied by~~ the following persons:

JOY JANKOWSKI

Period: Date of Departure 15TH OF MARCH 87

Date of Return 19TH OF MARCH 87

Purpose of Trip: ATTEND PROFESSIONAL SEMINAR FOR COUNTY AUDITORS

Places to be Visited: AUSTIN TX - LBJ SCHOOL OF PUBLIC AFFAIRS UNIVERSITY OF TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) COUNTY CAR

Joyce Tompkins
Name

2/17/87
Date

COUNTY AUDITOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied~~ by the following persons:

George Gragert and Donald Massey

Period: Date of Departure March 10,1987

Date of Return March 11,1987

Purpose of Trip: Texas Agriculture Extension Service Commercial Applicator Workshop

Places to be Visited: Angleton, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Vehicle

Name

February 23,1987
Date

Commissioner - Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure June 17,1987

Date of Return June 19,1987

Purpose of Trip: South Texas County Judges and Commissioners Association Annual Conference

Places to be Visited: Houston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

February 23,1987
Date

Commissioner - Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure March 13,1987

Date of Return March 17,1987

Purpose of Trip: Attend NACO 1987 Legislative Conference

Places to be Visited: Washington, D.C.

Mode of Transportation (State whether by personal auto, airline, etc.) Airlane

Name

February 23, 1987
Date

Commissioner - Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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01379

COUNTY OF FORT BEND

RECEIVED FEB 18 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Period: Date of Departure March 13, 1987

Date of Return March 17, 1987

Purpose of Trip: Attend NACo 1987 Legislative Conference

Places to be Visited: Washington, D.C.

Mode of Transportation (State whether by personal auto, airline, etc.) Airline

Ben G. Denham
Name

02-23-87
Date

Commissioner Precinct #2
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 20 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

STACEY GAREY

Period: Date of Departure MARCH 13, 1987

Date of Return MARCH 17, 1987

Purpose of Trip: To ATTEND Educational environmental health conference.

Places to be Visited: Worthington Hotel - Ft. WORTH, TX.

Mode of Transportation (State whether by personal auto, airline, etc.) Personal AUTO

x [signature]
Name

2-20-87
Date

Ft. Bend Co. Health Director
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ for the following persons:

Jeanne Witt

Gayle Modrall

Period: Date of Departure 4-7-87

Date of Return 4-10-87

Purpose of Trip: Texas Library Association 1987 Annual Conference

Places to be Visited: San Antonio

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Ann S. Bechtel
Name

2-17-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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RECEIVED FEB 18 1987 COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO; COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ for the following persons:

Nancy Clarke

Period: Date of Departure 4-5-87

Date of Return 4-7-87

Purpose of Trip: Texas Library Association 1987 Annual Conference - two day pre-conference only

Places to be Visited: San Antonio

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Ann S. Bahlly
Name

2-17-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ for the following persons:

Rose Harper

Period: Date of Departure 4-5-87

Date of Return 4-7-87

Purpose of Trip: Texas Library Association 1987 Annual Conference - two day pre-conference only

Places to be Visited: San Antonio

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Ron S. Bohall
Name

2-17-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-23-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Alfonso Roel (Roy) Gorena

Period: Date of Departure Fri., Feb. 27, 1987, 12 noon

Date of Return Mon., March 2, 1987, 5 p.m.

Purpose of Trip: Supervise 30 4-H'ers with market barrow (pig) entries at the Houston Livestock Show Swine Sift.

Places to be Visited: Washington County Fairgrounds -Brehnam Area

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Alfonso Roel (Roy) Gorena
Name

Monday, Feb. 23, 1987
Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

2-23-87
Date

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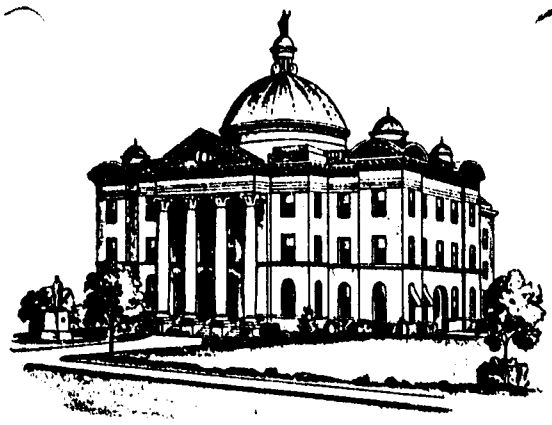


JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

February 23, 1986

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of January 1987. 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, 1987.

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 Fee Officers identified below, for the month of January 1987 be approved as recommended by the County Auditor in her letter of February 23, 1987.

Sam Dick, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Marsha Gaines, Tax Collector
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
David Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

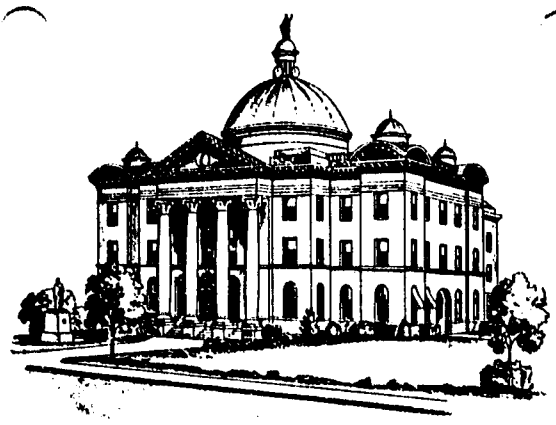
Joyce Tompkins

Joyce Tompkins,
County Auditor

FEE OFFICERS REPORT TO COMMISSIONERS COURT
JANUARY, 1987

OFFICER	GROSS	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	1,060.50	1,060.50			1,060.50
County Clerk					
Civil	5,819.50				
Criminal	4,908.50	63,477.50	21,424.00	32,364.50	117,266.00
District Clerk					
Civil	17,504.18				
Criminal	1,163.50	21,286.68	3,619.00	36,247.95	61,153.63
Tax Collector	141,079.75	141,079.75	0.00		141,079.75
District Atty.***	3,387.56	0.00	0.00	3,387.56	3,387.56
Sheriff					
Civil	3,274.78				
Criminal	171.00	3,445.78	0.00	27,539.60	30,985.38
J.P. #1					
Civil	1,136.00				
Criminal	13,297.50	11,180.80	0.00	3,252.67	14,433.47
J.P. #2-1					
Civil	1,916.00				
Criminal	4,261.00	5,033.00	0.00	1,144.00	6,177.00
J.P. #2-2					
Civil	168.00				
Criminal	17,258.00	13,020.55	0.00	4,405.45	17,426.00
J.P. #3					
Civil	3,243.00				
Criminal	5,338.50	7,254.55	0.00	1,326.95	8,581.50
J.P. #4					
Civil	890.00				
Criminal	7,588.00	6,447.50	0.00	2,030.50	8,478.00
Constable #1	17,456.79	2,989.87	0.00	14,466.92	17,456.79
Constable #2	2,585.00	2,585.00	0.00		2,585.00
Constable #3	16,306.74	7,208.50	0.00	9,098.24	16,306.74
Constable #4	3,553.27	2,460.08	0.00	1,093.19	3,553.27
TOTAL		288,530.06	25,043.00	136,357.53	449,930.59

* County Revenues deposited into the General Fund.
** County Revenues deposited into the Road & Bridge Fund.
*** Other Misc. Fees and Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A., Sheriff, Constable, Animal Control; State Comptroller, Court Taxes, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and also will be reported on the annual report.
*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.



JOYCE TOMPKINS *COUNTY AUDITOR*

THE STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

February 23, 1987

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 1987. 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, 1987.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of January 1987 be approved as recommended by the County Auditor in her letter of February 23, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterling Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

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FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

JANUARY 1987

CHILD SUPPORT	1,800.00
HEALTH AND SANITATION	2,542.75
AMBULANCE	6,681.07
ANIMAL CONTROL	2,432.00
SANITARY LANDFILL	111,396.94
LIBRARIES	3,333.26
INDIGENT CARE	112.00
FAIRGROUNDS	3,210.00
ADULT PROBATION (FUND 99)	37,586.50
JUVENILE PROBATION	588.65
COUNTY ENGINEERING	140.00
BAIL BOND BOARD	0.00
TOTAL FOR THE MONTH	169,823.17

6. MR. MILTON DIETTERT, STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION, RE: 1987-88 TEXAS FARM TO MARKET ROAD PROGRAM:

Milton Diettert and Leonard Vincik presented an overview of the 1987-1988 Texas FM road program. (Recorded in minutes in full)

The court request that the extension of FM 2234 to Highway 288 be the County's #1 road program for 1987-88.

7. MR. DON RAMOS, ACAS INC., RE: CONSIDER UTILIZATION OF PRIVATE ENTERPRISE FOR COUNTY RESIDENTS ON NON-EMERGENCY PATIENT DISCHARGE TRANSFERS FROM MEDICAL FACILITIES TO PATIENTS' RESIDENCES AT NO COST TO ANYONE OTHER THAN THOSE UTILIZING THAT PARTICULAR PRIVATE ENTERPRISE, THEREBY KEEPING FORT BEND COUNTY E.M.S. EMERGENCY AMBULANCES AVAILABLE FOR THEIR PRIMARY FUNCTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, Commissioner Pressley voting to abstain and Judge Stavinoha voting yes, it is ordered to approve a policy that the County EMS not provide transfer service of county residents in a clear cut case of a non-emergency situation and refer these cases to private enterprises. (Recorded in minutes in full)

Don Ramos request utilization of private ambulance services.

8. CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORP.; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt resolution authorizing the creation of Fort Bend Flood Control Water Supply Corp.; approve the article of Incorporation & Bylaws and appoint the following five to serve as Board of Directors for a term not to exceed six years:

A.J. Colbert - Missouri City
Paul Jeff Council - Richmond
Don L. Russell - Sugar Land
Charlie Howard - Sugar Land
C.E. "Jack" Myska - Richmond

As presented by Joe B. Allen. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF AMENDED DRAINAGE AGREEMENT WITH PECAN GROVE MUNICIPAL UTILITY DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT AND PECAN GROVE ASSOCIATES:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve amended drainage agreement with Pecan Grove Municipal Utility District, Fort Bend County Drainage District and Pecan Grove Associates as presented by Joe B. Allen, pending approval of other parties involved.

10. CONSTABLE DAVE RODEN, PRECINCT 1, RE: APPOINTMENT OF RESERVE OFFICERS FOR THE PRECINCT 1 CONSTABLE'S OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the following as reserve deputies for Precinct #1 Constable: (Recorded in minutes in full)

Carolyn Gutowsky
Bruce Johnson
Benegen Matheaus
William Lee

SUMMARY OF FORT BEND COUNTY PROJECTS

UNDER CONTRACT	10 PROJECTS	$ 24.7 MILLION
ONE YEAR LETTING	10 PROJECTS	$ 59.6 MILLION
FOUR YEAR LETTING	19 PROJECTS	$371.9 MILLION
FIVE YEAR DEV. PLAN	12 PROJECTS	$ 94.3 MILLION
TOTAL	**51 PROJECTS**	**$550.5 MILLION**

FORT BEND COUNTY
PROJECTS UNDER CONTRACT
February 1987

HIGHWAY:	**US 59**
LIMITS:	**San Bernard River to 2.8 miles west of SH 36**
LENGTH:	11.9 miles
LAYMAN'S DESCRIPTION:	Pavement repair
ESTIMATED COST:	$1,750,183
LETTING DATE:	May 1986
CONTRACTOR:	Durwood Greene Construction Co.
STATUS:	78% Complete

HIGHWAY:	**FM 359**
LIMITS:	**From US 90 to FM 1093**
LENGTH:	7.5 miles
LAYMAN'S DESCRIPTION:	Pavement repair and safety widening
ESTIMATED COST:	$4,652,344
LETTING DATE:	June 1986
CONTRACTOR:	Jones G. Finke
STATUS:	10% Complete

HIGHWAY:	**FM 359 and FM 3155**
LIMITS:	**At Plantation Drive and at Collins Road**
LENGTH:	N/A
LAYMAN'S DESCRIPTION:	Install traffic signals with safety lighting
ESTIMATED COST:	$38,704
LETTING DATE:	January 1987
CONTRACTOR:	Sterling Electric
STATUS:	0% Complete

HIGHWAY:	**FM 442**
LIMITS:	**At San Bernard River**
LENGTH:	N/A
LAYMAN'S DESCRIPTION:	Replace bridge and approaches
ESTIMATED COST:	$1,686,627
LETTING DATE:	December 1986
CONTRACTOR:	W. T. Stephens
STATUS:	0% Complete

HIGHWAY:	**FM 762**
LIMITS:	**From Big Creek to FM 1462**
LENGTH:	5.2 miles
LAYMAN'S DESCRIPTION:	Pavement repair and safety widening
ESTIMATED COST:	$5,349,933
LETTING DATE:	July 1986
CONTRACTOR:	Skrla, Inc.
STATUS:	14% Complete

FORT BEND COUNTY
PROJECTS UNDER CONTRACT
Page 2

HIGHWAY:	**FM 762 and FM 1640**
LIMITS:	**On FM 762 at LP 762, at Lamar St., and at FM 2218** **On FM 1640 at FM 2218 and at Lamar St.**
LENGTH:	N/A
LAYMAN'S DESCRIPTION:	Install traffic signals
ESTIMATED COST:	$77,700
LETTING DATE:	July 1986
CONTRACTOR:	Fred Randall Co., Inc.
STATUS:	88% Complete

HIGHWAY:	**FM 1462**
LIMITS:	**From FM 762 to FM 521**
LENGTH:	10.9 miles
LAYMAN'S DESCRIPTION:	Pavement repair and widen bridges and shoulders
ESTIMATED COST:	$4,575,941
LETTING DATE:	September 1986
CONTRACTOR:	Duininck Brothers, Inc.
STATUS:	0% Complete

HIGHWAY:	**FM 2218**
LIMITS:	**At Dry Creek**
LENGTH:	N/A
LAYMAN'S DESCRIPTION:	Replace bridge and approaches
ESTIMATED COST:	$685,948
LETTING DATE:	June 1986
CONTRACTOR:	SHB Builders
STATUS:	45% Complete

HIGHWAY:	**FM 2234**
LIMITS:	**From US 90A to FM 3345**
LENGTH:	2.6 miles
LAYMAN'S DESCRIPTION:	Widen to 4 lane
ESTIMATED COST:	$2,863,859
LETTING DATE:	August 1986
CONTRACTOR:	Duininck Brothers, Inc.
STATUS:	16% Complete

HIGHWAY:	**FM 2977**
LIMITS:	**From FM 762 to FM 361**
LENGTH:	7.8 miles
LAYMAN'S DESCRIPTION:	Pavement repair and improve shoulders
ESTIMATED COST:	$2,964,847
LETTING DATE:	April 1986
CONTRACTOR:	Jones G. Finke
STATUS:	32% Complete

FORT BEND COUNTY

PROJECTS PROPOSED FOR THE NEXT TEN YEARS

ONE YEAR LETTING SCHEDULE

HIGHWAY: SH 6
LIMITS: AT US 90A & SP RR
LENGTH: 0.400
LAYMAN'S DESCRIPTION: CONSTRUCT RAILROAD-HIGHWAY GRADE SEPARATION
ESTIMATED COST: $9,167,000
ESTIMATED LETTING DATE: 3RD QTR 1987

HIGHWAY: SH 36
LIMITS: AUSTIN C/L TO US 90A
LENGTH: 13.100
LAYMAN'S DESCRIPTION: UPGRADE PAVEMENT AND SURFACE SHOULDERS
ESTIMATED COST: $18,500,000
ESTIMATED LETTING DATE: 2ND QTR 1987

HIGHWAY: SH 36
LIMITS: US 90A TO US 59
LENGTH: 1.8 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LANE UNDIVIDED
ESTIMATED COST: $5,800,000
ESTIMATED LETTING DATE: 2ND QTR 1987

HIGHWAY: US 59
LIMITS: IN ROSENBERG AT READING ROAD
LENGTH: 0.0 MILES
LAYMAN'S DESCRIPTION: CONSTRUCT INTERCHANGE
ESTIMATED COST: $1,800,000
ESTIMATED LETTING DATE: 3RD QTR 1987

HIGHWAY: FM 359
LIMITS: FM 1093 TO FM 1463
LENGTH: 3.266
LAYMAN'S DESCRIPTION: OVERLAY AND SAFETY WIDENING
ESTIMATED COST: $5,217,000
ESTIMATED LETTING DATE: 3RD QTR 1987

HIGHWAY: SH 362
LIMITS: US 90A TO US 59
LENGTH: 2 MILES
LAYMAN'S DESCRIPTION: CONSTRUCT 2-LANE ROADWAY ON NEW LOCATION
ESTIMATED COST: $4,800,000
ESTIMATED LETTING DATE: 4TH QTR 1987

HIGHWAY: FM 1093
LIMITS: BRAZOS RIVER TO FM 1489
LENGTH: 2.655
LAYMAN'S DESCRIPTION: OVERLAY AND SAFETY WIDENING
ESTIMATED COST: $3,948,000
ESTIMATED LETTING DATE: 2ND QTR 1987

HIGHWAY: FM 1093
LIMITS: FM 1489 TO FM 359
LENGTH: 4.759
LAYMAN'S DESCRIPTION: OVERLAY AND SAFETY WIDENING
ESTIMATED COST: $7,137,000
ESTIMATED LETTING DATE: 2ND QTR 1987

HIGHWAY: FM 1093
LIMITS: FM 1463 TO FM 723
LENGTH: 1.980
LAYMAN'S DESCRIPTION: OVERLAY AND SAFETY WIDENING
ESTIMATED COST: $2,974,000
ESTIMATED LETTING DATE: 3RD QTR 1987

HIGHWAY: FM 1093
LIMITS: FM 1464 TO HARRIS C/L
LENGTH: 0.1 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 6-LANE DIVIDED RURAL SECTION
ESTIMATED COST: $277,000
ESTIMATED LETTING DATE: 4TH QTR 1987

FOUR YEAR LETTING SCHEDULE

HIGHWAY: SH 6
LIMITS: LEXINGTON AVENUE TO FM 1092
LENGTH: 3.8 MILES
LAYMAN'S DESCRIPTION: WIDEN TO 8-LANE DIVIDED WITH CURB AND GUTTER
ESTIMATED COST: $34,200,000
ESTIMATED LETTING DATE: 3RD QTR 1990

HIGHWAY: SH 6
LIMITS: FM 1092 TO BRAZORIA C/L
LENGTH: 8.2 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 6-LANE DIVIDED
ESTIMATED COST: $49,200,000
ESTIMATED LETTING DATE: 3RD QTR 1990

HIGHWAY: IH 10
LIMITS: HARRIS C/L TO WALLER C/L
LENGTH: 2.7 MILES
LAYMAN'S DESCRIPTION: WIDEN TO 6 LANES AND OVERLAY EXISTING PAVEMENT
ESTIMATED COST: $17,480,000
ESTIMATED LETTING DATE: 3RD QTR 1989

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HIGHWAY: SH 36
LIMITS: 5.2 MI W OF ROSENBERG TO US 59
LENGTH: 4.8 MILES
LAYMAN'S DESCRIPTION: CONSTRUCT 4-LANE DIVIDED ROADWAY ON NEW LOCATION
ESTIMATED COST: $21,110,000
ESTIMATED LETTING DATE: 2ND QTR 1991

HIGHWAY: SH 36
LIMITS: PLEAK TO BRAZORIA C/L
LENGTH: 14.200
LAYMAN'S DESCRIPTION: BASE & JOINT REPAIR, ADD SHOULDERS & OVERLAY
ESTIMATED COST: $4,490,000
ESTIMATED LETTING DATE: 3RD QTR 1988

HIGHWAY: US 59
LIMITS: HARRIS C/L TO W OF AIRPORT
LENGTH: 0.7 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 6 TO 10 MAIN LANES WITH AVL
ESTIMATED COST: $35,970,000
ESTIMATED LETTING DATE: 4TH QTR 1990

HIGHWAY: US 59
LIMITS: WEST OF AIRPORT TO THE RAMPS AT SP 41/SUGAR CREEK
LENGTH: 1.7 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 6 TO 10 MAIN LANES WITH AVL
ESTIMATED COST: $64,430,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: US 59
LIMITS: RAMPS AT SP 41/SUGAR CREEK BLVD TO W OF SH 6
LENGTH: 2.9 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 10 MAIN LANES WITH AVL
ESTIMATED COST: $78,520,000
ESTIMATED LETTING DATE: 2ND QTR 1991

HIGHWAY: US 90A
LIMITS: SP 1640 TO FM 762
LENGTH: 2.6 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LANE DIVIDED WITH CURB AND GUTTER
ESTIMATED COST: $6,080,000
ESTIMATED LETTING DATE: 2ND QTR 1991

HIGHWAY: US 90A
LIMITS: SH 6 TO LOOP 294
LENGTH: 7.6 MILES
LAYMAN'S DESCRIPTION: ADD GRADE SEPARATIONS AT MAJOR INTERSECTIONS
ESTIMATED COST: $25,040,000
ESTIMATED LETTING DATE: 1ST QTR 1991

HIGHWAY: US 90A
LIMITS: LP 294 W TO LP 294 E
LENGTH: 1.2 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LANE DIVIDED WITH CURB AND GUTTER
ESTIMATED COST: $1,540,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: US 90A
LIMITS: LP 294 E TO HARRIS C/L
LENGTH: 1.8 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LANE DIVIDED
ESTIMATED COST: $2,520,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: US 90A
LIMITS: LP 294 E TO HARRIS C/L
LENGTH: 1.7 MILES
LAYMAN'S DESCRIPTION: ADD GRADE SEPARATIONS AT MAJOR INTERSECTIONS
ESTIMATED COST: $5,010,000
ESTIMATED LETTING DATE: 1ST QTR 1991

HIGHWAY: FM 762
LIMITS: FM 1640 TO US 59
LENGTH: 1.3 MILES
LAYMAN'S DESCRIPTION: WIDEN TO 4-LANE DIVIDED WITH CURB AND GUTTER
ESTIMATED COST: $3,900,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: FM 1092
LIMITS: HARRIS C/L TO US 90A
LENGTH: 1.9 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LANE WITH DIVIDED CURB AND GUTTER
ESTIMATED COST: $7,190,000
ESTIMATED LETTING DATE: 2ND QTR 1988

HIGHWAY: FM 1489
LIMITS: FM 1093 TO FM 1952
LENGTH: 7.900
LAYMAN'S DESCRIPTION: OVERLAY
ESTIMATED COST: $924,000
ESTIMATED LETTING DATE: 2ND QTR 1988

HIGHWAY: FM 1952
LIMITS: AUSTIN C/L TO US 90A
LENGTH: 7.700
LAYMAN'S DESCRIPTION: OVERLAY
ESTIMATED COST: $883,000
ESTIMATED LETTING DATE: 2ND QTR 1988

HIGHWAY: FM 2234
LIMITS: FM 3345 TO FM 521
LENGTH: 5.8 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LANE DIVIDED RURAL SECTION
ESTIMATED COST: $12,860,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: FM 2919
LIMITS: WHARTON C/L TO SP 541
LENGTH: 3.800
LAYMAN'S DESCRIPTION: BASE REPAIR AND OVERLAY
ESTIMATED COST: $538,000
ESTIMATED LETTING DATE: 2ND QTR 1988

5 YEAR DEVELOPMENT SCHEDULE

HIGHWAY: SH 6
LIMITS: HARRIS C/L TO US 90A
LENGTH: 5.1 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $16,500,000
ESTIMATED LETTING DATE: 1ST QTR 1992

HIGHWAY: SH 6
LIMITS: 0.22 MI SE OF SP RR TO SPUR 58
LENGTH: 0.9 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $1,100,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: SH 36
LIMITS: US 59 TO SEABOURNE CREEK
LENGTH: 2.8 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED RURAL SECTION
ESTIMATED COST: $5,300,000
ESTIMATED LETTING DATE: 3RD QTR 1995

HIGHWAY: US 59
LIMITS: SH 6 TO FM 2759
LENGTH: 4.9 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6 MAIN LANES
ESTIMATED COST: $13,630,000
ESTIMATED LETTING DATE: 3RD QTR 1991

HIGHWAY: US 90A
LIMITS: SPUR 529 TO 0.17 MI E OF SPUR 1640
LENGTH: 1.6 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 8-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $2,000,000
ESTIMATED LETTING DATE: 3RD QTR 1996

HIGHWAY: US 90A
LIMITS: 0.17 MI E OF SPUR 1640 TO FM 762
LENGTH: 2.5 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 8-LN DIVIDED RURAL SECTION
ESTIMATED COST: $3,195,000
ESTIMATED LETTING DATE: 3RD QTR 1996

HIGHWAY: US 90A
LIMITS: FM 762 TO LOOP 294
LENGTH: 12.5 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 4 TO 6-LN DIVIDED RURAL SECTION
ESTIMATED COST: $24,840,000
ESTIMATED LETTING DATE: 1ST QTR 1993

HIGHWAY: FM 521
LIMITS: HARRIS C/L TO 0.5 MI S OF IRRIGATION CANAL
LENGTH: 3.0 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED RURAL SECTION
ESTIMATED COST: $7,540,000
ESTIMATED LETTING DATE: 1ST QTR 1993

HIGHWAY: FM 1876
LIMITS: HARRIS C/L TO LAKEVIEW DR
LENGTH: 3.0 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $4,320,000
ESTIMATED LETTING DATE: 4TH QTR 1993

HIGHWAY: FM 2218
LIMITS: FM 1640 TO US 59
LENGTH: 1.9 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $3,500,000
ESTIMATED LETTING DATE: 4TH QTR 1992

HIGHWAY: FM 2218
LIMITS: US 59 TO SH 36
LENGTH: 3.8 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED RURAL SECTION
ESTIMATED COST: $7,280,000
ESTIMATED LETTING DATE: 1ST QTR 1995

HIGHWAY: FM 3345
LIMITS: FM 1092 TO FM 2234
LENGTH: 2.3 MILES
LAYMAN'S DESCRIPTION: WIDEN FROM 2 TO 4-LN DIVIDED WITH CURB & GUTTER
ESTIMATED COST: $5,120,000
ESTIMATED LETTING DATE: 3RD QTR 1994

2/19 xc: 4 Commissioners
County Clerk

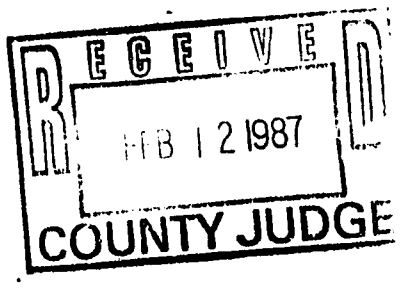
779-2999 1

01400

ADVANCED CARE AMBULANCE SERVICE, INC. 10101 Southwest Frwy. Suite 444
Houston, Texas 77074

0032

February 11, 1987



Judge Jodie Stavinoha
500 Jackson St.
Richmond, Texas 77469

Dear Judge Stavinoha,

Thank you for your continuing support.

The Advanced Care Ambulance Service, Inc. Board of Directors have directed me as their C.E.O. to request the following item on the Commissioner's Court Agenda for Monday, February 23, 1987.

"To consider the utilization of private enterprise for Fort Bend County residents on non-emergency patient discharge transfers from medical facilities to patient's residences at no cost to anyone other than those utilizing that particular private enterprise, thereby keeping Fort Bend County E.M.S. emergency ambulances available for their primary function".

I have asked my available Board members to attend, therefore, if possible, could this item be early on the agenda.

If you have any questions or concerns, please call me at 779-2999 or at home in Stafford, 499-8465.

Sincerely,

Don B. Ramos, President
ADVANCED CARE AMBULANCE SERVICE, INC.

cc: ACAS Board of Directors
Mr. Leonard Scarcella
Ms. Mary E. Yarling
Mr. Nat Castro
Ms. Patti Muck
Ms. Beverly Carter
Mr. Bob Haenel
Mr. Bill Findlay

8

01401
0032

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89680

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 01 441 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-6400

2020 LTV CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 979-6600

February 19, 1987

BY MESSENGER

Fort Bend County Clerk
County Courthouse
Richmond, TX 77469

ATTN: Norma

Re: Fort Bend Flood Control Water Supply Corporation

Dear Norma:

In accordance with our telephone conversation yesterday, enclosed are eight copies of each of the following documents with reference to the proposed corporation captioned above:

1) Articles of Incorporation

2) Bylaws

3) Commissioner's Court resolution authorizing the creation of the corporation

We have entered the names and addresses of four of the proposed directors. We are still in the process of getting the complete name and address of the fifth director. This information will be provided at the Commissioners' Court meeting on Monday.

Thank you for your help in this matter.

Very truly yours,

VINSON & ELKINS

Joy Nall

Joy Nall, Secretary
to Robert R. Randolph

2173
Enclosures

send back 2/25/87

RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas ("Fort Bend County"); and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements for Fort Bend County; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes ("Article 1434a") authorizes the creation of a nonprofit water supply corporation (the "Corporation") to provide for, among other things, flood control and drainage; Now, Therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. The Commissioners Court hereby finds, determines, recites and declares that it is wise, expedient, necessary and advisable that the Corporation be formed, and the creation and organization of the Corporation under Article 1434a as a duly constituted authority of the Drainage District is hereby approved.

Section 2. The Articles of Incorporation of the Corporation in substantially the form attached as Exhibit "A" and the Bylaws in substantially the form attached as Exhibit "B" are hereby approved and the incorporators of the Corporation are authorized to file such Articles of Incorporation with the Secretary of State of the State of Texas. The Articles and the Bylaws shall not be amended without the consent and approval of the Commissioners Court.

Section 3. ~~Claude L. Berry~~ JACK MYSKA, A. J. Colbert, Paul J. Council, Don L. Russell and CHARLES HOWARD, each of whom is at least eighteen (18) years of age and a citizen of the State of Texas, are hereby appointed to serve as the initial members of the Board of Directors of the Corporation as provided in the Bylaws of the Corporation (the "Bylaws").

All persons on the Board shall be appointed by resolution of the Commissioners Court, and with the consent and approval of the Commissioners Court the Bylaws of the Corporation may increase or decrease the number of Board of Directors to serve as provided in the Bylaws.

Section 4. The Corporation shall be subject to Article 6252-17, Vernon's Texas Civil Statutes, and Article 6252-17a, Vernon's Texas Civil Statutes.

Section 5. The Commissioners Court hereby finds, determines, recites and declares that, notwithstanding that the Corporation shall be a duly constituted authority of Fort Bend County, it is not intended to be, nor shall it ever be deemed to be, a political subdivision or municipal or political corporation of the State of Texas within the meaning of constitutional or statutory provision, unless such constitutional or statutory provision specifically provides that a nonprofit water supply corporation created pursuant to Article 1434a is to be considered a political subdivision.

PASSED AND APPROVED, this 23rd day of February, 1987.

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

ATTEST:

Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Fort Bend County, Texas

(SEAL)

0678:2627
FBFC(a)
2/19/87

ARTICLES OF INCORPORATION
OF
FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

We, the undersigned natural persons and citizens of the State of Texas, of the age of eighteen (18) years or more, acting as incorporators of the Corporation under Article 1434a of the Texas Revised Civil Statutes and under the Texas Non-profit Corporation Act, as amended, do hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION (the "Corporation").

ARTICLE II

The Corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

Section 1. The Corporation is organized and is to be operated for charitable purposes, and in accomplishment of such purposes, the Corporation is to be operated for the benefit of Fort Bend County, Texas ("Fort Bend County"). In operating for the benefit of Fort Bend County, the Corporation shall have the specific and primary purposes of providing a flood control and drainage system for towns, cities, counties, other political subdivisions, private

corporations, individuals and other persons of Fort Bend County and for such other purposes as may be authorized under Article 1434a of the Texas Revised Civil Statutes.

Section 2. To further such objects and purposes, the Corporation shall have and may exercise the power to construct, acquire, lease, improve, extend and maintain facilities, plants, equipment, and appliances helpful or necessary to provide flood control and drainage and shall have and may exercise all other powers authorized under Article 1434 of the Texas Revised Civil Statutes.

ARTICLE V

The street address of the initial registered agent is 2800 First City Tower, Houston, Texas, and the name of its initial registered agent at such address is Robert R. Randolph.

ARTICLE VI

Section 1. The initial number of directors constituting the Board of Directors of the Corporation is five (5).

Section 2. The names and addresses of the persons who are to serve initially as directors are as follows:

Name	Address
C.E. JACK MYSKA ~~Claude L. Berry~~	~~P. O. Box 220~~ ~~Richmond, TX~~ 77469
A. J. Colbert	6923 McCullum Missouri City, TX 77489

Paul J. Council	P. O. Box 218 Richmond, TX 77469
Don L. Russell	P. O. Box 61283 Houston, TX 77208
CHARLES HOWARD	

Section 3. All powers of the Corporation shall be vested in a Board of Directors, each of whom shall be appointed by resolution of the Fort Bend County Commissioners Court (the "Commissioners Court"). Each initial director, and each subsequent director, shall serve for a term of six (6) years unless otherwise provided in the Bylaws or until his or her successor is appointed by the Commissioners Court; provided, however, that any director may be removed from office at any time, with or without cause, by the Commissioners Court. With the consent and approval of the Commissioners Court the Bylaws of the Corporation may increase or decrease the number of Board of Directors to serve as provided in the Bylaws.

ARTICLE VII

The plans and specifications of any projects, any construction contract relating to such project and any financings by the Corporation shall be approved by the Fort Bend County Drainage District Chief Engineer (the "Drainage District Chief Engineer") and the Commissioners Court. All such projects shall be located entirely within the geographical boundaries of Fort Bend County or shall otherwise

benefit the residents of Fort Bend County or have a substantial connection with Fort Bend County.

ARTICLE VIII

The Board of Directors of the Corporation shall designate an advisory committee composed of individuals who are qualified to advise with respect to the activities of the Corporation. The Drainage District Chief Engineer shall serve on such advisory committee, and the Board of Directors of the Corporation with the consent and approval of the Commissioners Court shall appoint such other members as shall be necessary. The advisory committee shall neither have nor exercise the authority of the Board of Directors of the Corporation in the management of the Corporation.

ARTICLE IX

On February 23, 1987, the Commissioners Court duly adopted a resolution approving the form of these Articles of Incorporation and approving the creation of the Corporation.

ARTICLE X

Fort Bend County shall obtain full legal title to any assets of the Corporation upon the retirement of the indebtedness incurred to finance such assets.

ARTICLE XI

Fort Bend County shall obtain full legal title to any assets of the Corporation upon dissolution of the Corporation.

ARTICLE XII

The Corporation shall have no members.

ARTICLE XIII

The income of the Corporation shall not inure to any private person.

ARTICLE XIV

The name and street address of each incorporator is:

Name	Address
Robert R. Randolph	2800 First City Tower Houston, TX 77002-6760
Joe B. Allen	2800 First City Tower Houston, TX 77002-6760
James A. Boone	2800 First City Tower Houston, TX 77002-6760

ARTICLE XV

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (1) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (2) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (3) shall not participate in, or intervene in (including the publication or distribution of

statements), any political campaign on behalf of any candidate for public office; and (4) shall not attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drives.

ARTICLE XVI

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation:

(1) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;

(2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code;

(3) shall not retain any excess business holdings as defined in Section 4943(c) of the Code;

(4) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and

(5) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of February, 1987.

_____
Robert R. Randolph

Joe B. Allen

James A. Boone

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, a notary public, on this day personally appeared ROBERT R. RANDOLPH, JOE B. ALLEN, and JAMES A. BOONE, known to be the persons to whose names are subscribed to the foregoing document and, being by me first duly sworn, severally declared that the statement therein contained are true and correct.

GIVEN UNDER MY HAND and seal of office this _____ day of February, 1987.

Notary Public
State of Texas

Printed Name of Notary

My Commission Expires:_____

(NOTARY SEAL)

FBFC(d)
02/19/87

BYLAWS

OF

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

Date of Adoption: February 23, 1987

FBFC(b)
2/15/87

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BYLAWS

Table of Contents

		Page
Article I.	General Statement of Purposes	1
Article II.	Board of Directors	
Section 1.	Powers, Number, Vacancies and Term of Office	2
Section 2.	Meetings of Directors	3
Section 3.	Annual Meetings	3
Section 4.	Regular Meetings; Open Records.....	4
Section 5.	Special Meetings	4
Section 6.	Quorum	4
Section 7.	Conduct of Business	5
Section 8.	Advisory Committee	5
Section 9.	Committees	6
Article III.	Officers	
Section 1.	Titles and Term of Office	6
Section 2.	Removal	7
Section 3.	Vacancies	7
Section 4.	Powers and Duties of the President ..	7
Section 5.	Vice Presidents	8
Section 6.	Secretary-Treasurer	8
Article IV.	Construction Contracts; Funds; Financings	
Section 1.	Approval of Construction Contracts ..	9
Section 2.	Contract Documents	9
Section 3.	Construction Payments	10
Section 4.	Corporation Funds	10
Section 5.	Budget Approval	10
Section 6.	Checks and Warrants	10
Section 7.	Financings	11

Article V. Miscellaneous Provisions

Section 1. Fiscal Year 11
Section 2. Seal 11
Section 3. Notice and Waiver of Notice 11
Section 4. Resignations 12
Section 5. Gender 12

Article VI. Indemnification of Directors and Officers 12

Article VII. Amendments 13

BYLAWS

OF

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

ARTICLE I

GENERAL STATEMENT OF PURPOSES

In amplification of the purposes set forth in the Articles of Incorporation (including any amendments thereto) (the "Articles") of the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), the Corporation is organized and is to be operated for charitable purposes, and in accomplishment of such purposes, the Corporation is to be operated for the benefit of Fort Bend County, Texas, a political subdivision of the State of Texas ("Fort Bend County"). In operating for the benefit of Fort Bend County, the Corporation shall have the specific and primary purpose of providing a flood control and drainage system for towns, cities, counties, other political subdivisions, private corporations, individuals and other persons within or for Fort Bend County, Texas and for such other purposes which may be authorized for a water supply corporation under the laws of the State of Texas.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number, Vacancies and Term of Office. The property and affairs of the Corporation shall be under the direction of and controlled by the Board of Directors, and subject to the restrictions imposed by law, the Articles or these Bylaws (the "Bylaws"), the Directors shall exercise all of the powers of the Corporation.

The Board of Directors shall consist initially of five (5) Directors, but the number of Directors may be increased or decreased (providing such decrease does not have the effect of shortening the term of any incumbent Director) from time to time by a duly passed and adopted resolution of the Commissioners Court of Fort Bend County (the "Commissioners Court"); provided, that the number of Directors shall never be less than three (3). Each of the five initial Directors was selected by the Commissioners Court.

All Directors shall hold office until their respective (a) deaths or resignations or (b) removal as provided for herein. Each initial Director, and each subsequent Director, shall serve for a term of office of six (6) years. A Director may be elected to serve for more than one term of office. In any event, a Director shall continue to serve as

such until his successor shall have been elected and qualified.

Any Director may be removed from office, with or without cause, by a duly passed and adopted resolution of the Commissioners Court. Any vacancy occurring in the Board of Directors, whether by increase in the number of Directors or otherwise, shall be filled by a duly passed and adopted resolution of the Commissioners Court.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board of Directors may from time to time determine; however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

Section 3. Annual Meetings. The annual meeting of the Board of Directors shall be held between January 1 and May 1 of each year, at such time and place as shall be designated by the Board of Directors, for the purpose of (a) electing officers for the ensuing year, and (b) transacting such other business as may be brought before such meeting. Notices of such annual meetings shall be given in the manner required by Article 6252-17, Vernon's Texas Civil Statutes.

Section 4. Regular Meetings; Open Records. Regular meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. Notices of such regular meetings shall be given in the manner required by Article 6252-17, Vernon's Texas Civil Statutes. In addition, the Corporation shall comply with the provisions of Article 6252-17a, Vernon's Texas Civil Statutes, relating to open records.

Section 5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President, the Secretary-Treasurer or a majority of the Directors who are serving duly-elected terms of office at the time the meeting is called.

The Secretary-Treasurer shall give notice to each Director of each special meeting in person, or by mail, telegraph, or telephone at least twenty-four (24) hours before the meeting, and such notice shall also comply with Article 6252-17, Vernon's Texas Civil Statutes. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The

act of a majority of the Directors shall constitute the act of the Board of Directors, unless the act of a greater number is required by law, the Articles, or these Bylaws.

Section 7. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the business of the Corporation shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the President shall preside, and in the absence of the President, the Board of Directors shall choose a chairperson from among the Directors present.

The Secretary-Treasurer of the Corporation shall act as secretary of all meetings of the Board of Directors, but in the absence of the Secretary-Treasurer, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Advisory Committee. The Board of Directors of the Corporation shall designate an advisory committee, which committee may advise the Board of Directors with respect to the activities of the Corporation. The Fort Bend County Drainage District Chief Engineer (the "Drainage District Chief Engineer") shall serve on the advisory committee. The Board of Directors of the Corporation with the consent and approval of the Commissioners Court shall

appoint such other members as may be necessary. The advisory committee shall neither have nor exercise the authority of the Board of Directors in the management of the Corporation.

Section 9. Committees. In addition to the advisory committee described in Section 8, the Board of Directors of the Corporation may designate and provide for the appointment of other committees having such powers and responsibilities as it specifies in the resolutions appointing such committees. Any committee having the authority of the Board of Directors in the management of the Corporation shall consist of two (2) or more persons, a majority of whom shall be members of the Board of Directors.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary-Treasurer, and any such other officers as the Board of Directors of the Corporation may from time to time elect or appoint. Officers may be required to give bonds for the faithful performance of their duties. One person may hold more than one office, except that the President shall not hold the office of the Secretary-Treasurer.

Section 2. Removal. Any officer shall be subject to removal, with or without cause, at any time by a duly adopted resolution by the Commissioners Court.

Section 3. Vacancies. A vacancy in the office of any officers shall be filled by the Board of Directors of the Corporation.

Section 4. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation and, subject to the Board of Directors, he shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities; he shall have the authority to agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation and, unless the Board of Directors otherwise determines, he shall preside at all meetings of the Board of Directors; and he shall have such other powers and duties as may be designated in the Bylaws and as may be assigned to him from time to time. In executing the powers granted herein, the President shall comply with the provisions of the Bylaws, including those set forth in Article IV, the Articles and the Act.

Section 5. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him by the Board of Directors including the performance of the duties of the President upon the death, absence or resignation of the President or upon the President's inability to perform the duties of his office. Any action taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the President's absence or inability to act at the time such action was taken.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; he shall attend to the giving and serving of all notices; he may sign with the President, in the name of the Corporation, all bonds, contracts, deeds, conveyances, franchises, assignments, mortgages and notes of the Corporation and affix the seal of the Corporation thereto; he shall have charge of the Corporation's books, records, documents, instruments, accounting records, financial records and securities, and such other books, records and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he shall, in general, perform all

duties incident to the office of the Secretary-Treasurer, subject to the control of the Board of Directors and the appropriate Fort Bend County officials. In executing the powers granted herein, the Secretary-Treasurer shall comply with the provisions of these Bylaws, including Article IV, the Articles and the Act.

ARTICLE IV

CONSTRUCTION CONTRACTS; FUNDS; FINANCINGS

Section 1. Approval of Construction Contracts. The plans and specifications of any project and any construction contract relating to such project shall be approved by the Drainage District Chief Engineer and the Commissioners Court. Upon receipt of the required approvals of the plans and specifications and proper authorization of the Commissioners Court, the Corporation shall advertise for competitive bids in accordance with the procedures applicable to Fort Bend County, and shall award the contract to the lowest and best bidder, unless otherwise directed by the Commissioners Court. All construction contracts shall be approved by the Commissioners Court.

Section 2. Contract Documents. All construction contract documents shall be approved by the Drainage District Chief Engineer. The Corporation will assure that any contractor obtains insurance, bid bonds, payment and

performance bonds and sufficient retainage, all as required by the Drainage District Chief Engineer and the Commissioners Court.

Section 3. Construction Payments. Any payments for construction costs for a project shall be reviewed and approved by the Drainage District Chief Engineer and the Commissioners Court.

Section 4. Corporation Funds. The funds of the Corporation shall be invested and reinvested in securities that are eligible for investment by Fort Bend County. Investments of the funds of the Corporation shall be reviewed and approved by the Commissioners Court. All funds of the Corporation deposited with any financial institution shall be secured in the manner required for Fort Bend County. The funds of the Corporation shall be audited annually by an independent certified public accountant, and will be subject to audit by the Fort Bend County Auditor.

Section 5. Budget Approval. If required by the Commissioners Court, the Board of Directors of the Corporation shall submit an annual budget to the Commissioners Court for review and approval.

Section 6. Checks and Warrants. All checks and warrants drawn on the funds of the Corporation shall be countersigned by the Fort Bend County Treasurer and any such

officials of the Corporation as the Board of Directors may direct.

Section 7. Financings. Any indebtedness, financings or obligations of the Corporation must be approved by the Commissioners Court.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall end on the same date as the fiscal year for Fort Bend County.

Section 2. Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board of Directors.

Section 3. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed, postpaid wrapper addressed to the person entitled thereto at his post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. Resignations. Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the President or Secretary-Treasurer. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Each Director and each officer and former Director and officer of the Corporation shall be indemnified by the Corporation against liabilities imposed upon him and expenses reasonably incurred by him in connection with any claim against him, or any action, suit or proceeding to which he may be a party by reason of his being, or having been, such Director or officer, and against such sum as independent counsel selected by the Directors shall deem reasonable payment made in settlement of any such claim, action, suit or proceeding primarily with the view of avoiding expenses of litigation; provided, however, no Director or officer shall be indemnified (a) with respect to any

matter as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty, (b) with respect to any matters which shall be settled by the payment of sums which independent counsel selected by the Directors shall not deem reasonable payment made primarily with a view to avoiding expense of litigation, or (c) with respect to matters for which such indemnification would be against public policy.

ARTICLE VII

AMENDMENTS

These Bylaws may be altered, amended or repealed by a duly passed and adopted resolution of the Board of Directors at any annual, regular, or special meeting, subject to review and approval by the Commissioners Court.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas, convened in regular session at a regular term of said Court, open to the public, on the 23rd day of February, 1987, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officers of the County, to-wit:

Jodie Stavinoha	County Judge
Johnnie Pustka	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 4
NOES: 0

The County Judge thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas ("Fort Bend County"); and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements for Fort Bend County; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes ("Article 1434a") authorizes the creation of a nonprofit water supply corporation (the "Corporation") to provide for, among other things, flood control and drainage; Now, Therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. The Commissioners Court hereby finds, determines, recites and declares that it is wise, expedient, necessary and advisable that the Corporation be formed, and the creation and organization of the Corporation under Article 1434a as a duly constituted authority of the Drainage District is hereby approved.

Section 2. The Articles of Incorporation of the Corporation in substantially the form attached as Exhibit "A" and the Bylaws in substantially the form attached as Exhibit "B" are hereby approved and the incorporators of the Corporation are authorized to file such Articles of Incorporation with the Secretary of State of the State of Texas. The Articles and the Bylaws shall not be amended without the consent and approval of the Commissioners Court.

Section 3. ~~Claude L. Berry~~ JACK MYSKA, A. J. Colbert, Paul J. Council, Don L. Russell and Charles F. Howard, each of whom is at least eighteen (18) years of age and a citizen of the State of Texas, are hereby appointed to serve as the initial members of the Board of Directors of the Corporation as provided in the Bylaws of the Corporation (the "Bylaws").

All persons on the Board shall be appointed by resolution of the Commissioners Court, and with the consent and approval of the Commissioners Court the Bylaws of the Corporation may increase or decrease the number of Board of Directors to serve as provided in the Bylaws.

Section 4. The Corporation shall be subject to Article 6252-17, Vernon's Texas Civil Statutes, and Article 6252-17a, Vernon's Texas Civil Statutes.

Section 5. The Commissioners Court hereby finds, determines, recites and declares that, notwithstanding that the Corporation shall be a duly constituted authority of Fort Bend County, it is not intended to be, nor shall it ever be deemed to be, a political subdivision or municipal or political corporation of the State of Texas within the meaning of constitutional or statutory provision, unless such constitutional or statutory provision specifically provides that a nonprofit water supply corporation created pursuant to Article 1434a is to be considered a political subdivision.

PASSED AND APPROVED, this 23rd day of February, 1987.

/s/ Jodie Stavinoha
Jodie Stavinoha
County Judge

/s/ Johnnie Pustka
Johnnie Pustka
Commissioner, Precinct No. 1

/s/ Ben Denham
Ben Denham
Commissioner, Precinct No. 2

/s/ Alton Pressley
Alton Pressley
Commissioner, Precinct No. 3

/s/ Bob Lutts
Bob Lutts
Commissioner, Precinct No. 4

ATTEST:

/s/ Dianne Wilson
Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Fort Bend County, Texas

(SEAL)

0678:2627
FBFC(a)
2/19/87

ALL EXHIBITS REFERRED TO IN THE FOREGOING ORDER ARE ATTACHED TO THE ORIGINAL COPY OF SAID RESOLUTION WHICH IS ON FILE IN THE OFFICIAL RECORDS OF THE COUNTY. SUCH EXHIBITS ARE ALSO INCLUDED IN THE OFFICIAL TRANSCRIPT OF PROCEEDINGS RELATING TO THE BONDS.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

adopted by said Commissioners Court at a meeting, open to the public, held on the 23rd day of February, 1987, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court of Fort Bend County, Texas, acting for and on behalf of Fort Bend County, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 23 day of February, 1987.

DIANNE WILSON, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of Fort
Bend County, Texas

By Elida Kosler
Deputy

(SEAL)

FBFC(a)
2/19/87

RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

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PASSED AND APPROVED, this 23rd day of February, 1987.

/s/ Jodie Stavinoha
Jodie Stavinoha
County Judge

/s/ Johnnie Pustka
Johnnie Pustka
Commissioner, Precinct No. 1

/s/ Ben Denham
Ben Denham
Commissioner, Precinct No. 2

/s/ Alton Pressley
Alton Pressley
Commissioner, Precinct No. 3

/s/ Bob Lutts
Bob Lutts
Commissioner, Precinct No. 4

ATTEST:

/s/ Dianne Wilson
Dianne Wilson
County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Fort Bend County, Texas

(SEAL)

0678:2627
FBFC(a)
2/19/87

ALL EXHIBITS REFERRED TO IN THE FOREGOING ORDER ARE ATTACHED TO THE ORIGINAL COPY OF SAID RESOLUTION WHICH IS ON FILE IN THE OFFICIAL RECORDS OF THE COUNTY. SUCH EXHIBITS ARE ALSO INCLUDED IN THE OFFICIAL TRANSCRIPT OF PROCEEDINGS RELATING TO THE BONDS.

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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RESOLUTION AUTHORIZING THE CREATION OF FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION; APPROVING THE ARTICLES OF INCORPORATION THEREOF; AND CONTAINING OTHER PROVISIONS RELATING THERETO

adopted by said Commissioners Court at a meeting, open to the public, held on the 23rd day of February, 1987, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court of Fort Bend County, Texas, acting for and on behalf of Fort Bend County, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 23 day of February, 1987.

DIANNE WILSON, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of Fort
Bend County, Texas

By Elida Kosler
Deputy

(SEAL)

FBFC(a)
2/19/87

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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Jodie Stavinoha	County Judge
Johnnie Pustka	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting:

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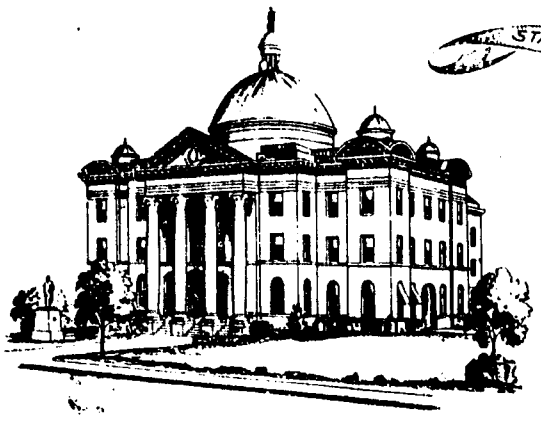
The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 4
NOES: 0

The County Judge thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

AS PER ORIGINAL 01440 (10)



STATE OF TEXAS COUNTY OF FORT BEND

0032

CONSTABLE, PRECINCT 1
118 LEGION DRIVE, SUITE 116
RICHMOND, TEXAS 77469
713-342-8533

Reserves to be employed by the Fort Bend County Constable Department Precinct One

George Henry Bernshausen Unit #1110
2505 Lory, Rosenberg, Texas 77471 232-5847 work: 342-4511

Gilbert S. Duran Unit # 1112
1315 Seventh Street, Rosenberg, Texas 77471 342-6393

Raymond Gene Kolojaco Unit #1113
Rt. 1 Box 186, Beasley, Texas 77417 (409) 532-8176 work: 491-4500

Robert U. Neese Unit #1114
3416 Ave. R, Rosenberg, Texas 77471 232-6884 work: 342-2884

Guy Humphrey Unit # 1115
1011 Lindsey Dr., Rosenberg, Texas 77471 232-5564 work: 342-5521

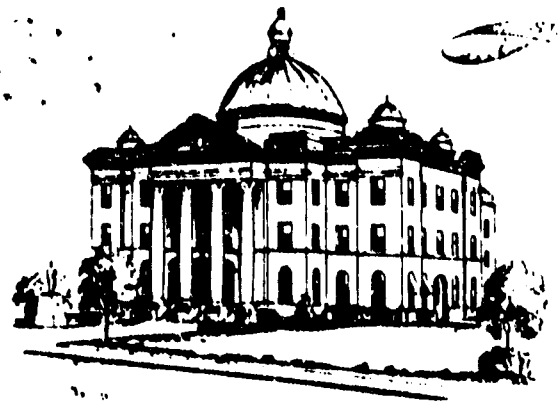
Carolyn Yvette Gutowsky Unit # 1116
Rt. 1 Box 740, Richmond, Texas 77469 545-8044 work: 341-7448

Bruce Johnson Unit #1117
1006 Finney-Vallet Road, Rosenberg, Texas 77471 232-6691 work: 343-0543

Pat Gubbels Unit # 1118
2614 Sequia, Rosenberg, Texas 77471 232-6631 work: 342-5100

Bengene Matheaus, Jr. Unit #1119
P.O. Box 852, Rosenberg, Texas 77471 342-1979 work: 261-4250

William C. Lee Unit # 1120
19547 FM 762, Needville, Texas 77461 (409) 553-3368 work: 772-1572



STATE OF TEXAS COUNTY OF FORT BEND

01441

CONSTABLE, PRECINCT 1

0032

I understand that before being considered for employment, information contained in this application, along with any personal or private information relating to my background, including military service records and any income or credit information, MAY be checked and be considered by the Fort Bend County Constable's Department.

I also understand that any information obtained from a background investigation concerning me for employment purposes, will be confidential; and that whether I am or am not accepted for employment, the Fort Bend County Constable's Department will bear no obligation to reveal to me or anyone, any information or explanation relating to the acceptance or rejection of this application.

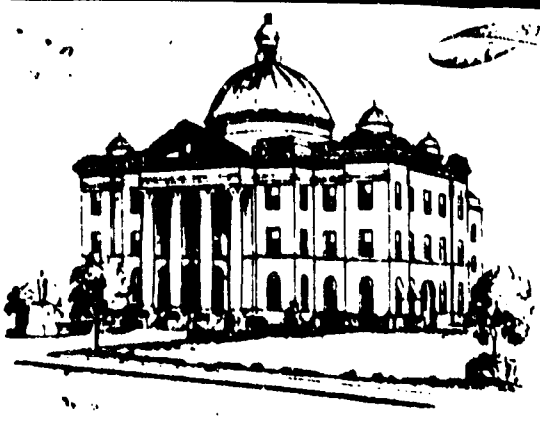
- I fully understand the conditions stated above, and authorize the release of any information that related to me, to be released to the Fort Bend County Constable's Department for purposes of employment application-background investigation.

Applicant's signature / Date

- I do not authorize the release of the above stated information.

Applicant's signature / Date

Employment Application - Supplemental Form



STATE OF TEXAS

COUNTY OF FORT BEND

01442

CONSTABLE, PRECINCT 1

0032

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- I fully understand the conditions stated above, and authorize the release of any information that related to me, to be released to the Fort Bend County Constable's Department for purposes of employment application-background investigation.

Robert U. Jesse Feb 11, 1985

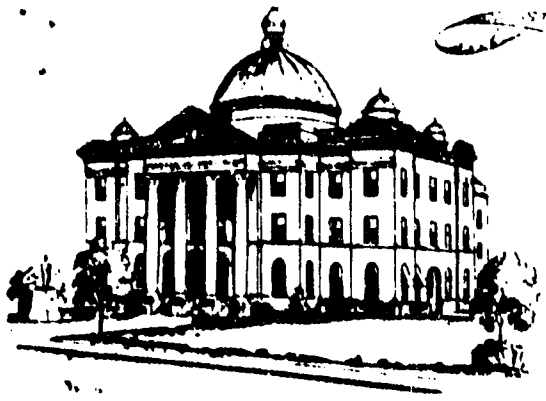
Applicant's signature / Date

- I do not authorize the release of the above stated information.

_____

Applicant's signature / Date

Employment Application - Supplemental Form



STATE OF TEXAS COUNTY OF FORT BEND

01443

CONSTABLE, PRECINCT 1

0032

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- I fully understand the conditions stated above, and authorize the release of any information that related to me, to be released to the Fort Bend County Constable's Department for purposes of employment application-background investigation.

George Henry Bernhausen

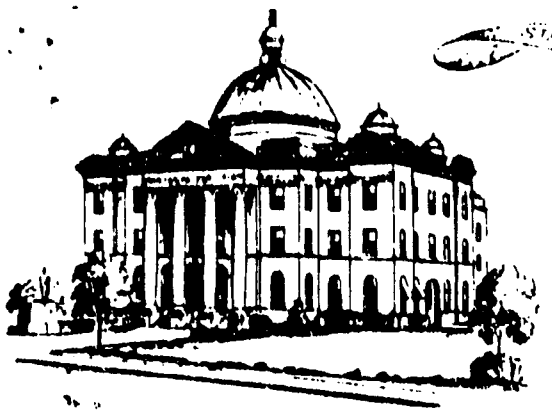
Applicant's signature / Date

- I do not authorize the release of the above stated information.

_____

Applicant's signature / Date

Employment Application - Supplemental Form



STATE OF TEXAS COUNTY OF FORT BEND

01444

CONSTABLE, PRECINCT 1

0032

I understand that before being considered for employment, information contained in this application, along with any personal or private information relating to my background, including military service records and any income or credit information, MAY be checked and be considered by the Fort Bend County Constable's Department.

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- I fully understand the conditions stated above, and authorize the release of any information that related to me, to be released to the Fort Bend County Constable's Department for purposes of employment application-background investigation.

Raymond Kolozou 12/9/82

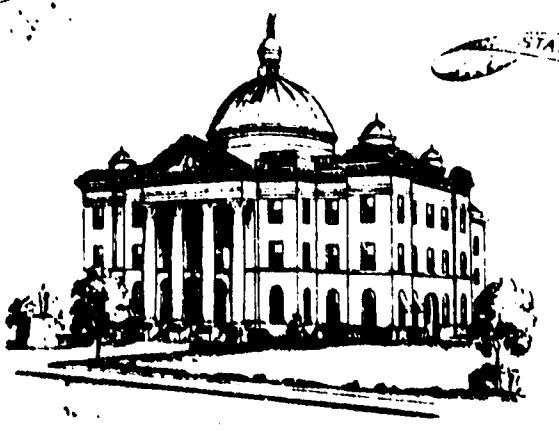
Applicant's signature / Date

- I do not authorize the release of the above stated information.

_____

Applicant's signature / Date

Employment Application - Supplemental Form



STATE OF TEXAS COUNTY OF FORT BEND

01445

CONSTABLE, PRECINCT 1

0032

I understand that before being considered for employment, information contained in this application, along with any personal or private information relating to my background, including military service records and any income or credit information, MAY be checked and be considered by the Fort Bend County Constable's Department.

I also understand that any information obtained from a background investigation concerning me for employment purposes, will be confidential; and that whether I am or am not accepted for employment, the Fort Bend County Constable's Department will bear no obligation to reveal to me or anyone, any information or explanation relating to the acceptance or rejection of this application.

- I fully understand the conditions stated above, and authorize the release of any information that related to me, to be released to the Fort Bend County Constable's Department for purposes of employment application-background investigation.

Guy Humphrey 2-20-85
Applicant's signature / Date

- I do not authorize the release of the above stated information.

_____
Applicant's signature / Date

Employment Application - Supplemental Form

APPLICATION FOR EMPLOYMENT
CONSTABLE DEPARTMENT PCT 1
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

POSITION APPLIED FOR: PEACE OFFICER ____ RESERVE DEPUTY ✓ CIVILIAN ____

NAME GUBBELS (LAST) JULIUS (FIRST) PATRICK (MIDDLE)

HEIGHT 5'10" WEIGHT 165 COLOR OF HAIR BR COLOR OF EYES BL

WHO TO NOTIFY IN CASE OF EMERGENCY LINDA GUBBELS

SPOUSE NAME LINDA GUBBELS

PLACE OF EMPLOYMENT SELF EMPLOYED WORK PHONE 3425100

PERSONAL DATA

LAW ENFORCEMENT CERTIFICATION RESERVE BASIC (TYPE) 1972 (WHEN OBTAINED)

EMERGENCY FIRST AID TRAINING BASIC (TYPE) 1975 (WHEN OBTAINED)

DESCRIBE TYPE AND DATES OF OTHER PERTINANT TRAINING:

SOCIALOGY
KARATE (BR)

HEALTH RECORD

DO YOU HAVE ANY PHYSICAL DEFECTS ? YES NO (CIRCLE CORRECT ONE)

IF SO DESCRIBE ____

DESCRIBE ANY SERIOUS ILLNESS ____

HAVE YOU HAD ANY BACK INJURY OR HERNIA ? NO

IF SO DESCRIBE ____

DESCRIBE ANY OPERATIONS AND GIVE DATES ____

HAVE YOU LOST ANY TIME ON THE JOB FROM WORK RELATED INJURY ? YES NO (CIRCLE ONE)

IF SO, LIST THE TYPE INJURIES AND THE NUMBER OF DAYS LOST PER INJURY NONE

-SUPPLEMENTAL FORM-

11. RECORD COUNTY EMPLOYEE SALARY REPORT:

Postponed

12. CONSIDER APPROVAL OF DUES IN THE AMOUNT OF $100 TO SOUTH TEXAS COUNTY JUDGES & COMMISSIONERS' ASSN.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve dues in the amount of $100 to South Texas County Judges & Commissioners' Assn. (Recorded in minutes in full)

13. CONSIDER METHOD OF APPROVING CHANGES IN TELEPHONE SERVICES:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, to freeze all phone services at current level but authorize moving phones within a department.

Motion withdrawn.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to abstain, Commissioner Denham voting no and Judge Stavinoha voting yes, it is ordered to give the purchasing agent the authority to approve or disapprove telephone request. (Recorded in minutes in full)

14. 10:00 A.M.-CONTINUE PUBLIC HEARING ON THE CANCELLATION OF SUBDIVISIONS KNOWN AS PIN OAK ESTATES & PIN OAK ESTATES, SECTION 1, IN PRECINCT 3 AND CONSIDER TAKING ACTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize legal counsel to prepare a resolution that states that Commissioners' Court does not have any jurisdiction to take action on this matter. (Recorded in minutes in full)

Mike Balog representing Pin Oak Estates discussed the cancellation of said subdivisions.

Marvin Geick questioned the need to take such action.

No public opposition.

15. CONSIDER ABANDONMENT OF A PORTION OF LAKE DRIVE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until March 9 for further study.

Mike Balog representing Lake Dr. landowner discussed the abandonment.

Larry Wagenbach, legal counsel discussed the problems with the road abandonment in obtaining right of way easements along Buffalo Bayou.

16. ACCEPT & REBUDGET CHECK FROM CHEMLAWN SERVICES IN THE AMOUNT OF $831.85 FOR DAMAGE TO COUNTY VEHICLE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept check in the amount of $831.85 from Chemlawn for damage to county vehicle and rebudget into Drainage District Property & Equipment budget.

01448 12

SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

AS PER ORIGINAL 0032

W. C. McDANIEL
President
County Judge, Kleberg County
P.O. Box 752
Kingsville, Texas 78363

CARL DUNCAN
Vice-President
County Commissioner, San Patricio County
205 San Saba
Portland, Texas 78374

STANLEY MIKULA
Secretary-Treasurer
County Commissioner, Calhoun County
Rt. 1, Box 125 E
Port Lavaca, Texas 77979

BILLY JOE PLASTER
Past President
County Commissioner, Brazoria County
P.O. Box 548
Alvin, Texas 77512

INVOICE

RECEIVED
FEB 16 1987
COUNTY JUDGE

TO: FT. BEND COUNTY, TEXAS

1987 DUES - SOUTH TEXAS JUDGES & COMMISSIONERS ASSOCIATION

AMOUNT: $100.00

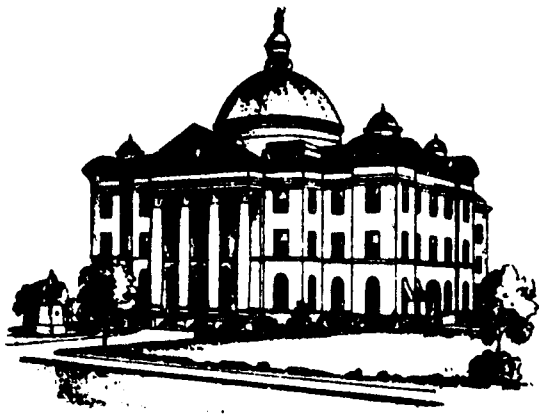
CHECKS PAYABLE TO: SOUTH TEXAS JUDGES & COMMISSIONERS ASSOCIATION

MAIL TO: STANLEY L. MIKULA
COUNTY COMMISSIONER - PRECINCT 2
CALHOUN COUNTY
RT. 1, BOX 125E
PORT LAVACA, TEXAS 77979

1987 MEMBERSHIP GOAL

100% DUES PARTICIPATION!!!

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

February 23, 1987

Each Member
Commissioners Court
Fort Bend County

In CY-1986 there was a shortfall, in the Internal Operations Utilities (telephone service) Budget, of approximately $65,000.00. During CY-1987 I project that there will be a $4,000.00 shortfall. This shortfall for CY-1987 does not include any additional telephone service.

I am holding, pending a decision from Commissioners Court, six requisitions from various County Department heads for telephone service at an estimated cost of $884.00 for the 1st year and approximately $404.40 a year thereafter.

I am requesting that the Commissioners Court consider one of the following options in order to solve this evergrowing problem:

1. Appoint a Committe to act on each request for additional telephone service.

2. Grant some person blanket authority to approve or disapprove request. This could require additional funds in budget.

3. Divide "Utilities" line on Internal Operation budget and allocate a proportionate share to each using department.

4. Freeze all phone service at current level; but authorize moving phones about within a department.

John J. Hammett

TELEPHONE REQUISITIONS PENDING 2-16-87 FOR INTERNAL OPERATIONS BUDGET

DEPARTMENT	SERVICE	APPROX. 1ST YEAR COST	APPROX. ANNUAL COST THEREAFTER
Auditor	1 phone	$35.20	$25.20
District Clerk	1 phone + installation	$107.20	$25.20
Treasurer	1 phone + installation	$107.20	$25.20
District Clerk	2 phones + installation	$132.40	$50.40
County Clerk	2 phones + 3 installations	$198.40	$50.40
District Attorney	Speaker phone + installation	$304.00	$228.00
TOTAL COST		$884.40	$404.40

01451

(14)

RESOLUTION

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On the 9th day of March, 1987 at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, upon motion of Commissioner Pressley, and seconded by Commissioner Lutts, duly put and unanimously carried:

WHEREAS, CHARLES MILES, SHERIAL MILES, JOHN TIMOTHY MILES, MYRNA JEAN MILES, R. L. LANGFORD and PENNEY LANGFORD made "Application for Cancellation of the Subdivision known as Pin Oak Estates or Pin Oak Estates, Section 1" in Fort Bend County, Texas.

WHERE, a public hearing was had on January 12, 1987, continued until February 16, 1987 and again continued until February 23, 1987; and

WHERE, during the public hearings it was established that the above stated subdivision known as Pin Oak Estates or Pin Oak Estates, Section 1 in Fort Bend County was an unrecorded and unplatted development contrary to the Subdivision Regulations of Fort Bend County and the statutes of the State of Texas; and the same was created by merely filing various documents of record in the County Clerk's Office, without prior approval of Commissioners' Court; and

WHEREAS, Commissioners' Court requires developers of land for residential purposes to strictly follow the Subdivision Regulations and procedures of Fort Bend County in dividing their land into two or more parcels:

ORDER

NOW, THEREFORE, IT IS ORDERED AND DECREED that the Subdivision known as Pin Oak Estates or Pin Oak Estates, Section 1, more specifically described in the above referenced application, was not created pursuant to and in conformity with the Subdivision Regulations of Fort Bend County and the statutory requirements of the State of Texas.

IT IS FURTHER ORDERED AND DECREED that Commissioners' Court of Fort Bend County, Texas does not have jurisdiction to cancel the subdivision known as Pin Oak Estates or Pin Oak Estates, Section 1, because same was not created pursuant to the Fort Bend County Subdivision Regulations.

PASSED AND APPROVED 9 day of March, 1987.

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST

Dianne Wilson
Dianne Wilson
County Clerk

AS PER ORIGINAL

01451-A (14)

0032

COMPARED

RIGHT-OF-WAY AND EASEMENT

23ᵒᵒ 18898

DEED

904 PAGE 597

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST NATIONAL DEVELOPMENT CORPORATION of the COUNTY OF HARRIS and STATE OF TEXAS, and in consideration of establishing and maintaining Public Roads or road ditches, drainage and utility easements over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said PUBLIC the Right-of-Way and easements over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described in the FORT BEND RECORDS, AS FOLLOWS; With Right-of-Way and Easements shown on attached plat:

FIELD NOTES FOR A 70.376 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS, BEING A PART OF THE MILDRED M. MEADOR CALLED 210 ACRE TRACT DESCRIBED IN DEED TO HENNIE M. COTTINGHAM ET. AL., TO MILDRED M. MEADOR RECORDED IN VOLUME 479, PAGE 380, FORT BEND COUNTY DEED RECORDS.

COMMENCING at the North corner of said Stephen Hobermacher Survey, Abstract 189 as located in Busch Road;

THENCE South 45 degrees East along a line in Busch Road, 2231 feet to a point on the extension of the Southeast line of Green Busch Road;

THENCE South 44 degrees 44 minutes 40 seconds West along the Southeast line of said Green Busch Road, 2431.60 feet to an Iron Pipe found on said line for the North Corner and Place of Beginning of the herein described 70.376 Acre Tract of land;

THENCE South 45 degrees 21 minutes 16 seconds East along the Northeast line of the herein described 70.376 Acre Tract, 2587.15 feet to a point for the East corner of the herein described tract;

THENCE South 44 degrees 36 minutes 50 seconds West along the Southeast line of the herein described tract 907.03 feet to a point for internal corner;

THENCE South 60 degrees 24 minutes 13 seconds East along a line of the herein described tract, 31.06 feet to a point for a southerly corner;

THENCE South 44 degrees 36 minutes 50 seconds West along a southerly Southeast line of the herein described tract, 69.19 feet to a point in the centerline of Buffalo Bayou for the South corner of the herein described tract;

THENCE along the centerline of Buffalo Bayou with its meanders as follows:

North 68 degrees 00 minutes 43 seconds West, 554.14 feet;
North 41 degrees 00 minutes 00 seconds West, 413.19 feet;
North 46 degrees 43 minutes 52 seconds West, 234.85 feet;
North 76 degrees 44 minutes 06 seconds West, 51.93 feet;

AS PER ORIGINAL

North 48 degrees 32 minutes 14 seconds West, 1428.83 feet to a point in the centerline of Buffalo Bayou for the West corner of the herein described tract;

THENCE North 44 degrees 48 minutes 48 seconds East along the Northwest line of the herein described tract, 857.07 feet to an angle point in said line;

THENCE North 45 degrees 54 minutes 25 seconds East along the Northwest line of the herein described tract, 405.30 feet to the Place of Beginning containing 70.376 acres of land more or less, save and except a certain 2.0199 Acre Tract of land described as follows:

COMMENCING at an Iron Pipe found at the North corner of said 70.376 Acre Tract said point being located on the Southeast line of Green Busch Road and its point of intersection with the Northeast line of said 70.376 Acre Tract;

THENCE South 45 degrees 54 minutes 25 seconds West along the Southeas line of Green Busch Road, 60.02 feet to a 1 inch Iron Pipe set on said line;

THENCE South 45 degrees 21 minutes 16 seconds East along a line being 60 feet South of and parallel to the Northeast line of said 70.376 Acre Tract, 500 feet to a 1 inch Iron Pipe set on said line for the North corner and Place of Beginning of the herein described 2.0199 Acre Tract;

THENCE continuing South 45 degrees 21 minutes 16 seconds East 300 feet to an Iron Pipe set on said line for the East corner of the herein described 2.0199 Acre Tract;

THENCE South 44 degrees 38 minutes 44 seconds West along a line establishing the Southeast line of the herein described tract, at 288.69 feet pass an Iron Pipe set on said line on the top bank of the Old Channel of Willow Fork of Buffalo Bayou and continuing for a total distance of 318.69 feet to a point in the centerline of Old Channel of Willow Fork of Buffalo Bayou for the South corner of the herein described 2.0199 Acre Tract;

THENCE along the centerline meanders of said Old Channel of Willow Fork of Buffalo Bayou, North 29 degrees 17 minutes 47 seconds West, 52.03 feet to an angle point on said line;

THENCE North 38 degrees 40 minutes 12 seconds West, 251.71 feet to a point on the centerline of said Channel for the West corner of the herein described 2.0199 Acre Tract;

THENCE North 44 degrees 38 minutes 44 seconds East along a line establishing the Northwest line of the herein described 2.0199 Acre Tract, at 30 feet pass an Iron Pipe set on the upper bank of said Old Channel of Willow Fork of Buffalo Bayou and continuing for a total distance of 275 feet to the Place of Beginning and containing 2.0199 Acres of land, more or less, leaving 68.356 Acres of land more or less.

01453

AS PER ORIGINAL

DEED
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TO HAVE AND TO HOLD the aforesaid Right-of-Way and easements unto the said PUBLIC to be used as Public Roads and easements forever; provided, however, it is expressly agreed that the said Right-of-Way and easements Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as Public Roads of road ditches, drainage and utility easements, and provided further that, subject to said Right-of-Way and easements use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way and easements Grant.

WITNESS my hand on this 18 day of June A.D. 1980.

FIRST NATIONAL DEVELOPMENT CORPORATION

GLENN PARRISH
ASSISTANT SECRETARY

THOMAS CLOUD
PRESIDENT

AS PER ORIGINAL 01454

DEED

VOL. 904 PAGE 600

THE STATE OF TEXAS
COUNTY OF Harris

ORIGINAL ILLEGIBLE

BEFORE ME

Shirley Palmer, in and for Harris County, Texas, on this day personally appeared Thomas Cloud 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 18 day of June A. D. 19 80.

(seal)

Shirley Pal

ORIGINAL ILLEGIBLE

ORIGINAL ILLEGIBLE

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

County, Texas, on this day personally appeared ... in and for ... wife of ... known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily ... husband, and having the same fully explained ... said ... acknowledged such ... 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 ... A. D. 19__.

(seal)

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

County, Texas, on this day personally appeared ... and for ... 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 the same fully explained ... 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__.

(seal)

ORIGINAL ILLEGIBLE

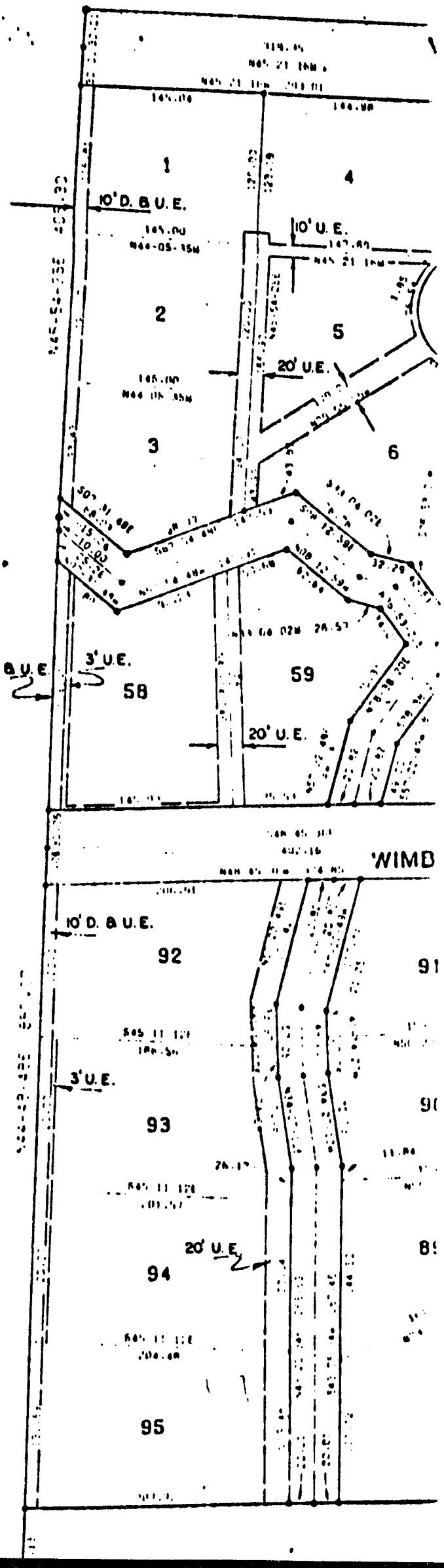
ORIGINAL ILLEGIBLE

01455
AS PER ORIGINAL

ORIGINAL DIM

CURVE DATA						
CURVE	RAD	TAN	CHORD	ARC	DELTA	CHORD BEARING
1	50.000	37.500	60.000	249.809	286 15 37	N45 21 16W
2	50.000	191.819	96.831	182.324	208 55 40	S05 58 46W
3	50.000	61.237	77.460	225.552	258 27 47	N85 17 33W
4	50.000	61.237	77.460	225.552	258 27 47	S41 26 30W
5	50.000	37.500	60.000	249.809	286 15 37	N45 21 16W
6	50.000	61.237	77.460	225.552	258 27 47	S09 46 07W
7	50.000	37.500	60.000	249.809	286 15 37	N50 20 18W
8	50.000	37.500	60.000	249.809	286 15 37	N50 20 18W

DEED
904 PAGE 601



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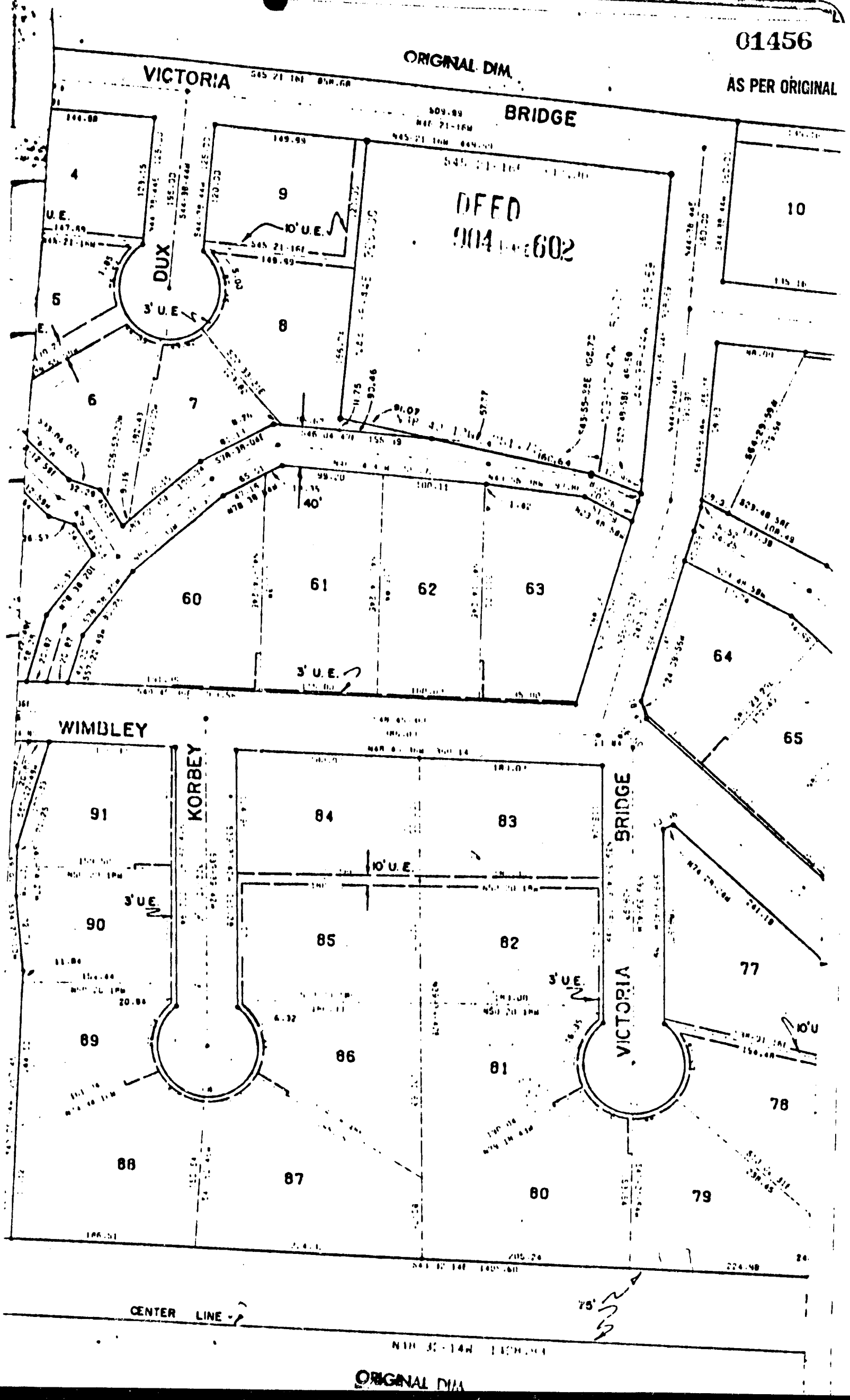

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ORIGINAL DIM

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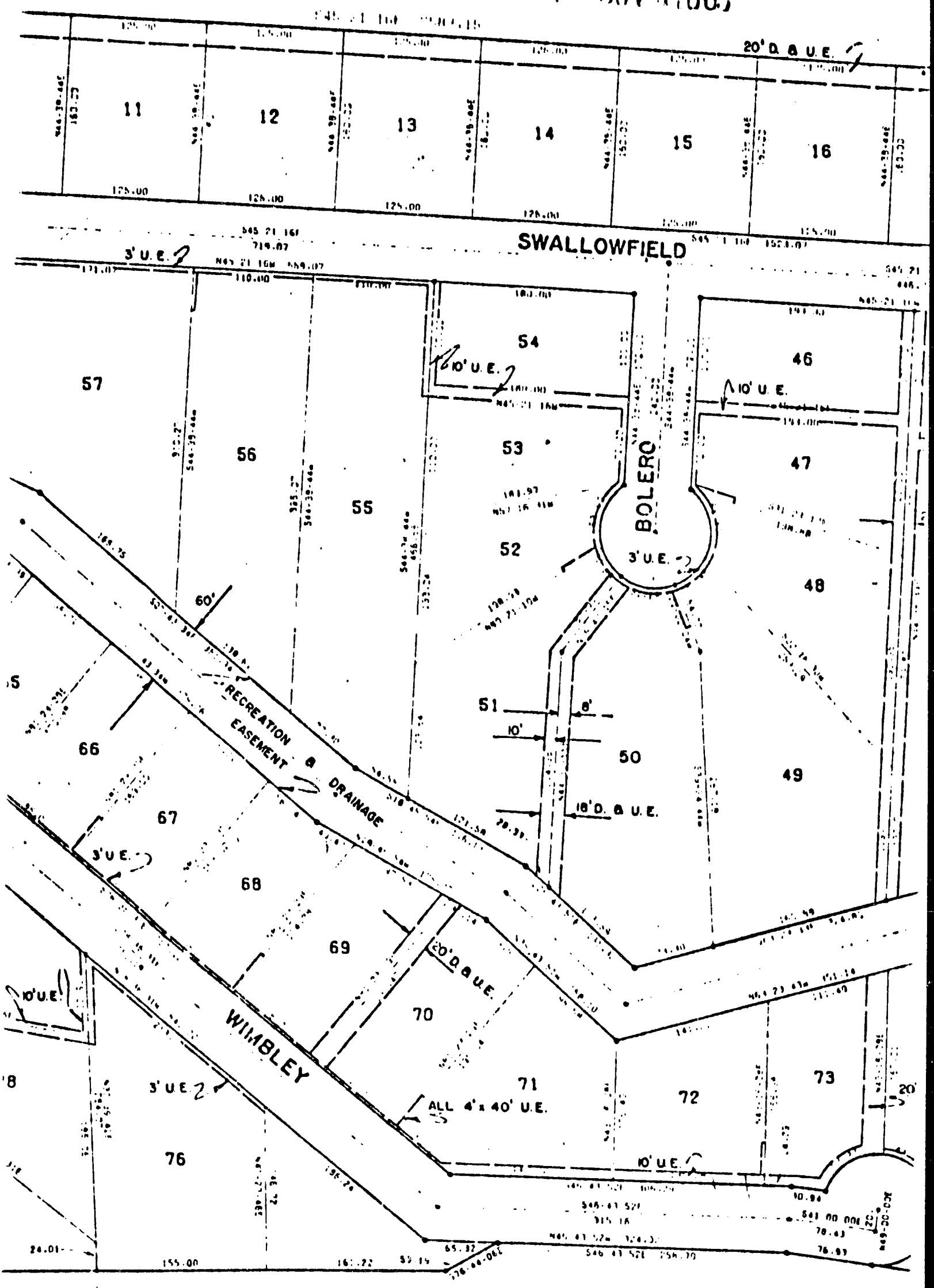
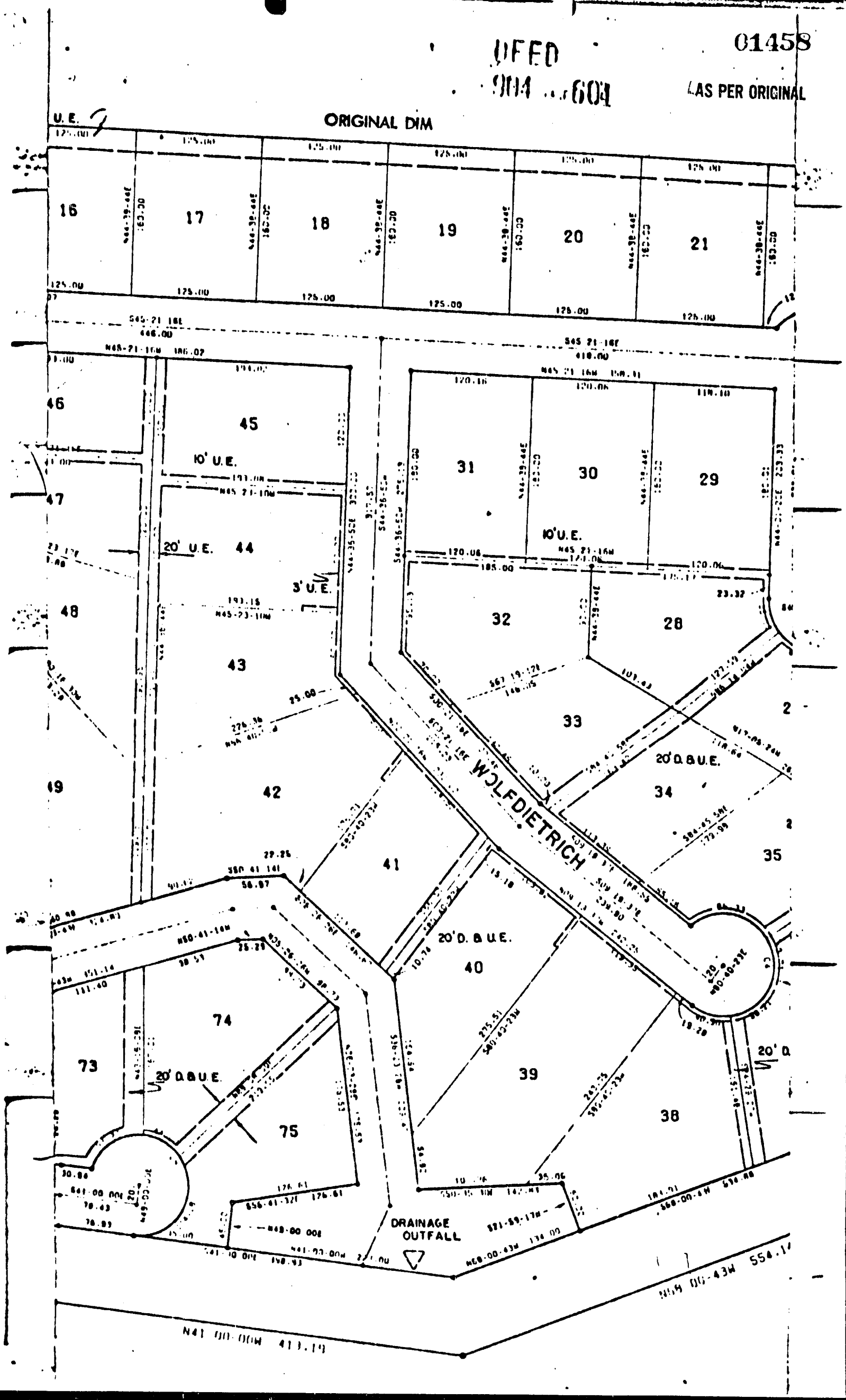


Fort Bend Co Drainage Easement, Vol. 356, Pg. 479, FT. Bend Co Deed Records
150' - 75' Each side of Center Line



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ORIGINAL DIM
U.E.
16
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46
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10' U.E.
47
20' U.E.
44
3' U.E.
48
43
49
42
41
31
30
29
10' U.E.
32
28
33
20' D.&U.E.
34
35
WOLFDIETRICH
20' D. & U.E.
40
74
73
20' D.&U.E.
75
39
38
DRAINAGE OUTFALL

AS PER ORIGINAL

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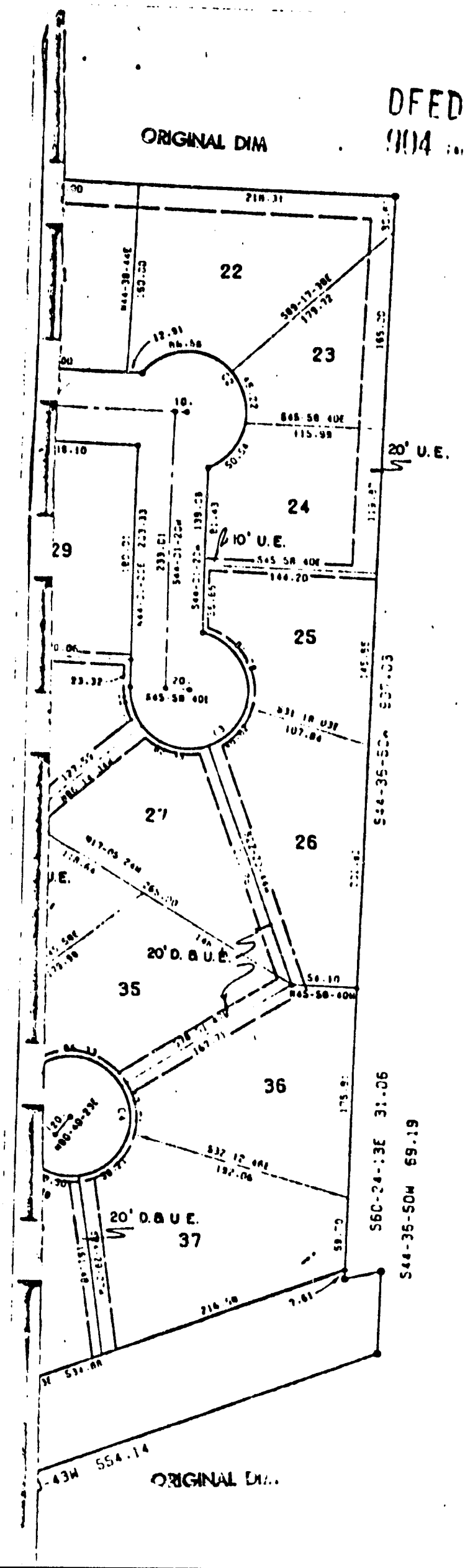
9104 PG 605



OFED 01460

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R.O.W. & Easements

Pin Oak Estate

O'MALLEY AND CLAY, INC.
ENVIRONMENTAL AND MUNICIPAL
ENGINEERS
Houston, Texas

Drawn By K.	Date	Scale 1" = 100'
Checked By	Date	Drawing No.
App'd By	Date	

FILED FOR RECORD
NO. — TIME 11 A.M. P.M.
JUN 19 1980
Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX

Duly recorded this the 20th day of June 1980 A.D. at 4:30 O'Clock P.M.
Pearl Ellett, County Clerk
Fort Bend County, Texas

By Dana Messina deputy

COMPARED

AS PER ORIGINAL

46.00

49725

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THE STATE OF TEXAS X

COUNTY OF FORT BEND X

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that PIN OAK ESTATES, INC., a Texas Corporation acting herein by and through its duly authorized officers, and BUNRATTY CORPORATION, a Texas Corporation acting herein by and through its duly authorized officers; (hereinafter referred to as "Developer"), being the owner of the land described and by Republic of Texas Savings Association, a banking corporation acting by and through its duly authorized officers being a Lienholder on the following described tract of land:

> 65.6956 acres of land, more or less, in the Stephen Hobermacher Survey, Abstract 189, Fort Bend County, Texas, and being more fully described by metes and bounds in the attached Exhibit "A", incorporated herein and made a part hereof for all intents and purposes;

which acreage has been heretofore platted and subdivided into that certain residential subdivision known as:

Pin Oak Estates, Inc., Section I

an unrecorded subdivision in Fort Bend County, Texas, and desiring to establish and carry out a uniform plan for the use, occupancy, and improvement and ownership of all residential lots in said subdivision for the benefit of the present and future owners of said lots, said Developer does hereby declare, establish and adopt certain reservations, restrictions, covenants and easements (hereinafter referred to as restrictions) which shall be applicable to the use, occupancy, and improvement and ownership of all residential lots in said subdivision (the term "lot" as used herein shall include any residential building site created by consolidation or re-subdividing of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot in the aforenamed subdivision shall conclusively be held to have been

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executed, delivered and accepted subject to the following restrictions, regardless of whether or not said restrictions are set out in full or are incorporated by reference in said contract, conveyance, or other transfer of title.

ARTICLE 1 - LAND USE AND BUILDING TYPE

All lots subject to these restrictions shall be used only for single-family residential purposes, and no building or structure shall be erected or placed on any lot except one single-family residential dwelling not exceeding two stories of living area in height, provided however that an attached or detached garage or carport (limited in size to three-car capacity) including servants' quarters or a garage apartment, or other approved accessory building or structure (for example, a swimming pool), may be situated on any such lot. The owner(s) of any lot subject to these restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner(s) will not apply for a permit to erect or place thereon any building or structure other than as specified and allowed herein. Any garage apartment or servants' quarters which may be erected or placed on any lot shall not be used for rental purposes; and may be used only by servants who are employed in the dwelling situated upon the same lot where such apartment or quarters are situated, or by members or temporary guests of the family occupying the dwelling on said lot. ("Approved", as used in this paragraph, means the approval specified in the following Article 2 hereof). The exterior walls of the first floor of all residences shall be at least fifty-one (51%) per cent brick, brick veneer, stone, stone veneer, concrete or other masonry type construction but the Directors of the hereinafter named Association shall have the power to waive the masonry requirement so as to allow the erection of a residence of all wood walls. The Directors of the hereinafter named Association shall have the power

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AS PER ORIGINAL

[illegible] shall be permitted on [illegible] illegal or immoral activity be permitted on any lot.

No truck, recreational vehicle, truck trailer, mobile home, or other vehicles with the exception of passenger automobiles and pickup trucks of not more than [illegible] capacity, shall be parked on any lot closer than 65 feet to the front line of any lot, provided, however, that in the event such vehicles are parked on a lot in compliance with these provisions that a structure approved by the Association, will be erected to shield such vehicle from view from the street or streets abutting said lot.

ARTICLE 9 - ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, whether for commercial purposes or otherwise, nor shall any swine or goats be raised, bred or kept on any lot, whether for commercial purposes or otherwise, however, residents may keep animals, livestock, fowls or poultry for the purposes of a pet or hobby and particularly for and in connection with Future Farmers of America [illegible], provided however, that such animals, livestock, fowls or poultry, shall be kept and maintained in a clean and sanitary condition which will not be a nuisance or become offensive to the [illegible]

ARTICLE 10 - GARBAGE AND OTHER WASTE

No lot shall be used or maintained as a [illegible] for rubbish, trash, garbage or other waste and [illegible] shall not be kept upon any lot, except that the [illegible] waste accumulated from normal household [illegible] temporarily for purposes of collection [illegible] kept on a lot pending collection [illegible]

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ARTICLE 7 - PROHIBITED STRUCTURES

Mobile homes are prohibited on any lot, whether or not wheels are attached. Antenna towers for amateur radio installations or citizens' band radio base stations installations and "window unit" air conditioners are prohibited on any lot, unless approved by the Association. Television antennae which are visible at the exterior of any building are prohibited unless installed on a portion of the roof of the building which slopes toward the rear of the lot, or unless otherwise approved by the Association. No portable building, tent, shed, barn or other portable structure of any nature shall be placed on any lot unless [illegible] approved by the Association; provided, however, that a temporary work shed may be placed upon a lot, without such approval, by any home building contractor and may be maintained during the construction of a permanent residential dwelling, but such temporary structure shall be removed upon the completion of such construction or upon the expiration of nine months from the date such temporary structure is erected, whichever occurs first. [illegible] developer may, without approval from the Association, [illegible] temporary office on any lot within the subdivision [illegible] with the sale of lots in said subdivision, but such temporary structure shall be removed upon the sale of the [illegible] in said subdivision to a [illegible] temporary structure shall never [illegible]

ARTICLE 8 - PROHIBITED ACTIVITIES

No business or service activity of any [illegible] shall be [illegible] on or from any lot or from any [illegible] whether such activity [illegible]

No noxious or offensive [illegible] stitute or become an annoyance [illegible]

AS PER ORIGINAL

contain a living area of not more than 900 sq. ft. or [illegible] less than 1100 sq. ft. shall be contained in its lowest level of living area, exclusive of open or screened porches, terraces, driveways, carports, garage, garage apartment or servants' quarters, or other approved accessory building or structure.

ARTICLE 4 - ROOFS

The roof of any dwelling or other approved accessory building or structure situated on any lot shall be covered with cedar shingles, unless some other roofing material has been approved in writing by the Board of Directors of the hereinafter named Association.

ARTICLE 5 - LOCATION OF BUILDINGS ON LOTS

No part of any building shall be located nearer than 50 feet to the front boundary line of any lot. No part of any building shall be located within five (5) feet of any interior lot boundary line. For the purposes of these restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street. The residential dwelling on each lot in the aforenamed subdivision shall face the front line of the lot.

ARTICLE 6 - UTILITY AND DRAINAGE EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities shall be established by the [illegible] the lots, unless such easements have previously been established in which event the deed will [illegible] Neither the Developer nor any [illegible] easements shall be liable for any damage done to [illegible], trees, flowers, or other property of the owner located within the area covered by said easements.

AS PER ORIGINAL

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and authority to require that the roof shall be covered with material acceptable to the Committee.

ARTICLE 2 - ARCHITECTURAL CONTROL

No building, structure or other improvements of any character shall be erected, placed, added to, or altered on any lot affected hereby until the building plans and specifications for such improvements and a site plan showing the location thereof have been submitted to and approved by the Board of Directors of the hereinafter named Association as being in compliance with these restrictions as to use, quality of workmanship and materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines.

The plans and documents to be submitted to the hereinafter named Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or alteration of any of such improvements on any lot. In the event the Board of Directors of said Association fails to approve or disapprove such plans and documents in writing within thirty (30) days after submission thereof, the approval herein required [illegible] and this requirement of these restrictions shall be considered as having been fully complied with and satisfied.

ARTICLE 3 - DWELLING SIZE

Any dwelling situated on any lot must contain a living area of not less than 1803 square feet, exclusive of open or screened porches, terraces, driveways, carport, garage, garage apartment or servants' quarters or other approved [illegible] building or structure. Any dwelling other than a single story dwelling must

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sanitary containers with tops or lids, or plastic bags with the tops thereof tied, and such containers shall be hidden from general view by a screen or enclosure. The size and type of waste containers or bags, the screening or enclosure therefor, the temporary location thereof pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Association. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition.

ARTICLE 11 - FENCES, WALLS, DRIVEWAYS AND SIDEWALKS

No fence, wall, hedge, gas meter or other structure or mass planting shall be placed or be permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the [illegible] line affecting such lot (as shown on the [illegible] of renamed subdivision), unless such [illegible] location shall be approved by the hereinafter [illegible] Association. All fences and walls located on any lot, including those which may be approved by the Association as aforesaid, [illegible] in height above ground level, unless [illegible] Association, and [illegible] wood, brick, stone [illegible] alley, or driveway.

ARTICLE [illegible] - [illegible]

[illegible]

[illegible] area formed by the street property lines of such lot and a line connecting such property lines at points located on each of said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended, nor shall any such obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance of ten (10) feet from the point at which said lines intersect or would intersect if extended.

ARTICLE 13 - OUTSIDE CLOTHES DRYING

The drying of clothes in general view is prohibited, and the owners or occupants of any lot desiring to dry clothes outside shall construct and maintain suitable screening enclosures for such use, which enclosures must be approved by the hereinafter named Association.

ARTICLE 14 - CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH

The owners or occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonably neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish, or other waste of any kind to remain thereon. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

ARTICLE 15 - SIGNS OR BILLBOARDS

The owner of a lot (including a commercial homebuilder) shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property, provided, that each

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face of such sign shall be rectangular in shape and shall not exceed five (5) square feet in surface area, and that the content of such sign be limited to the words "For Sale" or "For Rent", the name and telephone number of the seller or real estate agent. No other sign, advertisement, billboard or advertisin, structure of any kind may be erected or maintained within subdivision boundaries or within the right-of-way of any street bordering the aforenamed subdivision without first having obtained the consent in writing of the Board of Directors of the hereinafter named Association. Said Board of Directors shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-of-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

ARTICLE 16 - MISCELLANEOUS VEHICLES AND EQUIPMENT

No auto, truck, boat rigging, camper, motor home, mobile home, or other trailer, vehicle or equipment of any kind shall never be left parked on any street right-of-way adjacent to any lots or in the driveway on any lot, except for temporary parking incident to the contemporaneous use of such vehicle or equipment or as otherwise approved by the hereinafter named Association nor shall any such vehicle or equipment be left parked on any lot (other than temporarily in the driveway) unless parked inside the garage or unless obscured from general view by some type of screening or enclosure approved by said Association.

Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated or kept on any lot or operated to or from any lot over the streets of the aforenamed subdivision unless such vehicle [illegible] adequate and properly functioning muffler, nor shall such vehicles

AS PER ORIGINAL

be kept or operated in such a way as to constitute a nuisance or danger.

Provided, however, that these provisions are subordinate to the provisions contained in Article 8 hereinabove relating to motor vehicles.

ARTICLE 17 - REMOVAL OF TREES AND DIRT

No trees shall be felled or otherwise removed from any lot without approval from the hereinafter named Association, except as may be reasonably necessary in connection with construction of improvements or to remove dead trees. The removal of dirt from any lot is prohibited without approval of said Association, except insofar as reasonably necessary in conjunction with the landscaping of such lot or construction being performed on such lot.

ARTICLE 18 - PAINTING AND REPAIRS

All dwellings and other approved structures must be kept in a reasonably good state of painting and repair, and must be maintained so as not to become unsightly.

(In the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Article 1 through 18 above, or any of them, and the continuation of such default after ten (10) days' written notice from the hereinafter named Association of the existence of such default, the Board of Directors of said Association may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these restrictions, and may charge the owner or occupant of such lot for the cost of any such

work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost for any such work or thing. In the event of failure to pay such statement, the amount thereof may be added to the annual maintenance charge assessed against such lot and become a charge thereon and be collected in the same manner as the regular annual maintenance charge provided for in these restrictions.)

ARTICLE 19 - MAINTENANCE ASSOCIATION AND MAINTENANCE CHARGE

Developer shall cause to be organized under the laws of the State of Texas, a non-profit corporation named Pin Oak Estates, Inc. Maintenance Association (herein sometimes referred to as the "Association"), which organization shall have the duty of assessing and collecting the annual maintenance charge imposed hereby, managing said fund and arranging for the performance of the services contemplated and making payment therefor out of said funds. In this regard, said Association shall have all the powers granted by the Texas Non-Profit Organization Act.

Each residential lot in the aforenamed subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance and improvement fund, and such maintenance charge shall be first assessed against each lot as of the date that the Developer notifies the Association that the lot has been sold to an individual for residential use. The initial assessment period shall be the remaining portion of the particular calendar year in which the aforesaid notice is given to the Association, commencing with such initial assessment date. Thereafter, the maintenance charge shall be assessed against each lot on September 1st of each calendar year to cover the full calendar year next succeeding the particular assessment date.

A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner (and the holder of the mortgage on such lot, if applicable) as soon as practicable after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Association within fifteen (15) days after the statement covering such assessment has been mailed or otherwise delivered to the lot owne (or the holder of the mortgage on such lot, if applicable.)

The maximum annual maintenance charge on each residential lot from and after the date that such charge is first assessable against such lot shall be as follows:

(a) For any assessable period within the calendar years 1978 and 1979, the maximum annual maintenance charge for each lot subject to these reatrictions shall be the sum of Sixty ($60.00) Dollars.

(b) For any assessable period within the calendar years next succeeding the calendar year 1979, the maximum annual maintenance charge hereunder shall be calculated and determined as of each assessment date as follows: The percentage by which the average of the Consumer Price Index (all items, United States City Average, as published by the U. S. Bureau of Labor Statistics) over the most recent twelve months for which such information is available on each assessment date may have increase above the average of said Index over the twelve months of the calendar year 1978 shall be determined, and the maximum annual maintenance charge hereunder for the particular calendar year involved shall be an amount equal to Sixty ($60.00) DOLLARS, as increased by the percentage that the aforesaid Consumer Price Index shall have increased above the

average of said Index over the twelve months of the calendar year 1978 according to the aforesaid determination (adjusted to the nearest one-tenth of one percent.) If the aforedescribed determination with respect to any particular calendar year after 1979 shows that the 12-month average of said Index shall not have increased, or shall have decreased, from the annual average of said Index over the twelve months of the calendar year 1978, then the maximum annual maintenance charge hereunder for such calendar year shall remain at the amount of Sixty ($60.00) Dollars.

(c) If any lot shall be subject to the aforesaid maintenance charge for less than a full calendar year, then the assessment for any such partial year shall be calculated on a prorata basis.

In recognition of the possibility that the cost of the various services to be provided by the Association may increase sufficiently during the term of these restrictions to warrant an increase from time to time in the maximum annual maintenance charge set forth above, and inasmuch as it would be practically desirable that the Association be able to effect an increase in the maximum annual maintenance charge by action of the Board of Directors of the Association (after the Association shall have members) without the necessity of formally amending these restrictions, the following described procedure is hereby established for use from time to time after the Association shall have members to effect an increase in the aforesaid maximum annual maintenance charge without amending these restrictions, to-wit:

(d) A special meeting of the members of the Association shall be called in accordance with all regular requirements

AS PER ORIGINAL

for a special meeting of the members, the notice of which meeting shall specify that the purpose of the meeting is to vote on a proposed increase in the maximum annual maintenance charge.

(e) A special meeting of the members of the aforesaid purpose shall require the presence at the meeting (either in person or by proxy) of members entitled to cast votes with respect to at least one-half (1/2) of the total number of residential lots covered by these restrictions in order to constitute a quorum for valid action.

(f) At least two-thirds (2/3) of the membership votes represented at the meeting (either in person or by proxy) shall be required to adopt a resolution increasing the maximum annual maintenance charge.

The services or things which may be provided and paid for by the Association out of the maintenance fund shall include the maintenance and repair of streets, parkways and esplanades; mowing and cleaning of vacant lots; the acquisition, operation, maintenance and replacement of any common recreational facilities, or other common area; fire, police and security patrol services; installing, maintaining, replacing, and paying for the operation of streets lighting; providing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, gate-ways, and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right-of-way, and other areas; fogging for insect control; the collection of garbage and other waste (the point of collection to be at the discretion of the Association, for example, back door, front curb, or other location); paying legal and other expenses for the enforcement of the provisions of these restrictions; and any and all other services or things which the Board of Directors of the Association shall deem necessary or desirable for the maintenance and improvement of the aforenamed subdivision and the approaches thereto,

without limitation to the specific items as set forth above.

In regard to the aforedescribed services or things to be provided and paid for by the Association, it is hereby established that installing, maintaining, replacing and paying for the operation of street lighting, together with providing, maintaining and replacing shrubbery, plants, grass, trees, monuments, gateways and other landscaping or decorative improvements at subdivision entrances and elsewhere in esplanades, parkways, street right-of-way and other areas, shall be mandatory items which are to have priority on maintenance charge funds to the extent necessary to defray the cost of said mandatory items. Also, the Association shall be under no obligation to continue to provide and pay for any particular service or thing after the commencement thereof (other than the aforedescribed mandatory items).

The Association may be designated to also provide maintenance services similar to those contemplated herein for the benefit of subsequently developed sections of the Pin Oak Estate, Inc. subdivision complex (if any) which are made subject to deed restrictions substantially the same as these restrictions. Accordingly, it is specially provided that, if the Association is so designated, the officers and directors of the Association shall be entitled to combine maintenance charge monies received from lots situated in the several subdivisions it may be servicing into a single fund and provide and pay for services on behalf of all subdivisions being served by the Association without the necessity of any allocation to particular lots or subdivisions. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

A lien is hereby established on the lots subject to these restrictions to secure the payment of the maintenance charge

established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these restrictions in the official public records of real property of Harris County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association to the extent of such maintenance charge. The owner or owners of any lot subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expense, cost, and attorney's fees which may be incurred in connection with the collection thereof. Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot to the extent of the maintenance charge attributable to such owner(s) period of ownership.

The initial Board of Directors of the Association shall be comprised of Joe E. Turner, Kenneth E. Tyler, and Robert Loiseau, and the term of office of said initial directors (including their appointed successors) shall run until December 31, 1988, or until such earlier date upon which all members of such initial Board of Directors (or their appointed successors) resign office. During said specified term of office of the initial Board of Directors there shall be no members of the Association. Upon the expiration of the terms of office of said initial Board of Directors (or their appointed successors), the Association shall have members, which members shall consist of all the owners of residential lots situated in Pin Oak Estates, Inc. Section 1, and in any subsequently developed section of the Pin Oak Estates, Inc. subdivision complex which is added to the area to be served by the Association by

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AS PER ORIGINAL

resolution of the Board of Directors of the Association. Every person or entity owning of record either the entire fee title or an undivided interest in the fee title to any residential lots situated in the aforenamed subdivision, or in any such subsequently developed subdivision brought under the jurisdiction of the Association, shall be a member of the Association.

The first regular annual meeting of the Association shall be held as soon as practicable after the expiration of the terms of office of the initial Board of Directors of the Association (or their appointed successors), and at such meeting the members shall elect at least one Director for a term of one year, at least one Director for a term of two years, and at least one Director for a term of three years. At each regular annual meeting thereafter the membership shall elect at least one Director for a term of three years.

ARTICLE 20 - RIGHTS OF MORTGAGEES

It is specially provided that the lien hereby created to secure the payment of the maintenance charge specified in these restrictions shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed on record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure for any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to such sale or transfer.

It is further provided that, as a condition precedent to any proceeding to enforce the lien securing said maintenance

charge, where there is any other valid and subsisting lien outstanding, the Association shall give the holder of such other lien at least thirty (30) days advance written notice of any proposed action of enforcement by the Association and thereby provide such other lienholder of an opportunity to remedy the default of the lot owner. Such notice shall be given by certified or registered mail, return receipt requested.

ARTICLE 21 - TERM OF RESTRICTIONS

These restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Developer, its successors and assigns, and all future owners of the residential lots located in the aforenamed subdivision until December 31 of the year 2008 A.D.

The aforedescribed initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Records of Real Property of Harris County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any 10-year extension period. Any such instrument or revocation must be executed by the then owners of at least two-thirds (2/3) of the collective number of restricted lots situated in the aforenamed subdivision and any other subsequently developed sections of the Pin Oak Estates, Inc. subdivision complex made subject to deed restrictions substantially the same as these restrictions.

ARTICLE 22 - ENFORCEMENT OF RESTRICTIONS

The Board of Directors of the aforesaid Association, the owner or owners of any residential lot subject to these restrictions, or the Developer (until all lots subject thereto have been sold or otherwise conveyed to persons or entitites other than

AS PER ORIGINAL

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commercial home builders) shall all have the right to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these restrictions. Also, the Board of Directors of the Association shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association. The Plaintiff in any of the aforedescribed proceedings shall be entitled to recover from the Defendant in such action all reasonably necessary costs and expenses attendant upon bringing such action, including a reasonable attorney's fee. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby by acceptance of a conveyance or other transfer of title to such lot.

Invalidation of one or more of the provisions of these restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

ARTICLE 23 - ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION

The Developer may at any time assign to the Association any and all approval rights reserved to Developer hereunder. Any such assignments shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Harris County, Texas. If not previously assigned, all such rights reserved to Developer hereunder shall automatically [illegible] Association when all lots covered by these restrictions have been sold or otherwise conveyed from Developer to other persons or entities.

The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or

[illegible] on shall be evidenced by a resolution of the Board of Directors of the Association.

AS PER ORIGINAL

ARTICLE 24 - AMENDMENT OF RESTRICTIONS

These restrictions may be amended at any time by recording in the Official Public Records of Real Property of Harris County, Texas, an instrument of amendment which has been signed by the then owners of at least two-thirds (2/3) of the collective number of restricted lots situated in the aforenamed subdivision and in any other subsequently developed section(s) of the Pin Oak Estates, Inc. subdivision complex made subject to deed restrictions substantially the same as these restrictions.

IN WITNESS WHEREOF, this instrument is executed as of the 15 day of May, 1978.

"DEVELOPER"

PIN OAK ESTATES, INC.

BY: Kenneth E. Tyler, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth E. Tyler, President of PIN OAK ESTATES, INC., a 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, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15 day of May, 1978.

[illegible]

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AS PER ORIGINAL

VOL. 775 PAGE 353

BUNRATTY CORPORATION

BY: Robert K. Strybos
President

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

BY: D.H. Westmoreland
FIRST VICE PRESIDENT

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared Robert K. STRYBOS, PRESIDENT of BUNRATTY CORPORATION, a 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, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of May, 1978.

Jen Norman
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JEN NORMAN
Notary Public in and for Harris County, Texas
My Commission Expires April 22, 1979
Bonded by Alexander Lovett, Lawyers Surety Corp.

THE STATE OF TEXAS X

COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, on this day personally appeared D.H. WESTMORELAND, FIRST VICE PRESIDENT of REPUBLIC OF TEXAS SAVINGS ASSOCIATION, a 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, and in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of May, 1978.

Jen Norman
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

JEN NORMAN
Notary Public in and for Harris County, Texas
My Commission Expires April 22, 1979
Bonded by Alexander Lovett, Lawyers Surety Corp.

CHARLIE KALKOMEY SURVEYING, INC.
1702 WALGER STREET
ROSENBERG, TEXAS 77471

DEED AS PER ORIGINA
VOL. 775 PAGE 354

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033
HOME: PHONE 232-2208

FIELD NOTES FOR A 71.1487 ACRE TRACT OF LAND IN THE STEPHEN HOBERMACHER SURVEY, ABSTRACT 189, FORT BEND COUNTY, TEXAS.

BEGINNING at a 1 inch Iron Pipe found at the North corner of the herein described 71.1487 Acre Tract being located in the Southeast line of Green Bush Road at its point of intersection with the Northeast line of the herein described 71.1487 Acre Tract;

THENCE South 45 degrees 20 minutes 47 seconds East along the Northeast line of the herein described 71.1487 Acre Tract, 2617.66 feet to an Iron Pipe set for the East corner of the herein described 71.1487 Acre Tract;

THENCE South 44 degrees 01 minute 49 seconds West along the Southeast line of the herein described 71.1487 Acre Tract, 979.01 feet to a point in the centerline of the Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 71.1487 Acre Tract;

THENCE along the centerline of the Willow Fork Branch of Buffalo Bayou with its meanders, as follows:

North 60 degrees 21 minutes 50 seconds West, 176.97 feet;
North 70 degrees 12 minutes 27 seconds West, 192.29 feet;
North 52 degrees 50 minutes 58 seconds West, 386.00 feet; and,
North 48 degrees 45 minutes 36 seconds West, 1,914.26 feet to a point in the Southeast line of Green Bush Road for the West corner of the herein described 71.1487 Acre Tract;

THENCE North 44 degrees 46 minutes 54 seconds East along the Southeast line of Green Bush Road, 864.86 feet to an angle point in said line;

THENCE North 45 degrees 53 minutes 11 seconds East, 405.27 feet to the Place of BEGINNING and containing 71.1487 acres of land, more or less, save and except a 4.4545 Acre Tract and a 0.9986 Acre Tract, said tracts being described as follows:

Commencing at a 1 inch Iron Pipe found at the North corner of said 71.1487 Acre Tract being located on the Southeast line of Green Bush Road at its point of intersection with the Northeast line of the 71.1487 Acre Tract;

THENCE South 45 degrees 53 minutes 11 seconds West along the Southeast line of Green Bush Road, 405.27 feet to an angle point in said line;

THENCE South 44 degrees 46 minutes 54 seconds West, 9.53 feet to a point for the North corner and Place of Beginning of the herein described 4.4545 Acre Tract;

THENCE South 32 degrees 35 minutes 16 seconds East, 329.00 feet to a point for the East corner of the herein described 4.4545 Acre Tract, said point being in the centerline of the Old Channel of the Willow Fork Branch of Buffalo Bayou;

THENCE South 66 degrees 17 minutes 22 seconds West along the centerline of the Old Channel of the Willow Fork Branch of Buffalo Bayou, 313.83 feet to an angle point;

FIELD NOTES - 71.1487 Acre Tract (Cont'd.)

AS PER ORIGINAL

THENCE South 39 degrees 39 minutes 42 seconds West, 238.53 feet to an angle point;

THENCE South 49 degrees 59 minutes 31 seconds West, 150.46 feet to an angle point;

THENCE South 41 degrees 14 minutes 24 seconds West, 90.6 feet to a point in the centerline of the Willow Fork Branch of Buffalo Bayou for the South corner of the herein described 4.4545 Acre Tract, said point also being in the Southwest line of the aforementioned 71.1487 Acre Tract;

THENCE North 48 degrees 45 minutes 36 seconds West, 219.62 feet to a point for the West corner of the herein described 4.4545 Acre Tract, same being the West corner of the aforementioned 71.1487 Acre Tract, said point also being in the Southeast line of Green Bush Road;

THENCE North 44 degrees 46 minutes 54 seconds East along the Southeast line of Green Bush Road, 855.33 feet to the Place of Beginning and containing 4.4545 acres of land, more or less.

Commencing at a 1 inch Iron Pipe found at the North corner of said 71.1487 Acre Tract being located in the Southeast line of Green Bush Road at its point of intersection with the Northeast line of the 71.1487 Acre Tract;

THENCE South 45 degrees 53 minutes 11 seconds West along the Southeast line of Green Bush Road, 60 feet to a 1 inch Iron Pipe set on said line;

THENCE South 45 degrees 20 minutes 47 seconds East along the Southwest line of a 60 foot wide road along the Northeast side of said 71.1487 Acre Tract, 1675 feet to an Iron Pipe set on said line for the North corner and Place of Beginning of the herein described 0.9986 Acre Tract;

THENCE continuing South 45 degrees 20 minutes 47 seconds East along the Southwest line of said 60 foot wide road, 290 feet to an Iron Pipe set on said line for the East corner of the herein described 0.9986 Acre Tract, said point being the intersecting point of the Southwest line of the aforementioned 60 foot wide road and the Northwest line of a 60 foot wide road bearing South 44 degrees 39 minutes 13 seconds West;

THENCE South 44 degrees 39 minutes 13 seconds West along the Northwest line of the second mentioned 60 foot wide road, 150 feet to an Iron Pipe set on said line for the South corner of the herein described 0.9986 Acre Tract;

THENCE North 45 degrees 20 minutes 47 seconds West, 290 feet to an Iron Pipe set for the West corner of the herein described 0.9986 Acre Tract;

THENCE North 44 degrees 39 minutes 13 seconds East, 150 feet to the Place of Beginning and containing 0.9986 acre of land, more or less, there being a net of 65.6956 acres of land, more or less.

Charlie Kalkomey

Charlie Kalkomey, RPS
No. 1399
February 27, 1978

FILED FOR RECORD
AT 8 O'CLOCK A M.

MAY 17 1978

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

Duly recorded this the 18 day of May A.D. 1978 at 4:30 O'Clock P.M.
Pearl Ellett, County Clerk
By Rosalie Walters deputy Fort Bend County, Texas

EXHIBIT "A"

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AS PER ORIGINAL

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COMPARED

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE
PIN OAK ESTATES SUBDIVISION-SECTION 1
STEPHEN HOBERMACHER SURVEY, ABSTRACT 189
FT. BEND COUNTY, TEXAS

THIS AGREEMENT is made and entered into by and between First National Development Corporation, a Texas corporation (hereinafter called "Developer") and Houston Lighting & Power Company, a Texas corporation (hereinafter called "Company"), for the furnishing of electric service to Pin Oak Estates Subdivision, Section 1, which is located in the Stephen Hobermacher Survey, Abstract 189. The part of the aforesaid Subdivision covered by this contract will be fully shown on a plat thereof which Developer agrees to record in the Map Records of Harris County, Texas. The parties hereto covenant and agree as follows:

I.

AREA TO BE SERVED

A. Underground Service: - Subject to the conditions hereafter specified, and in reliance upon the representation of Developer and the plat of the subdivision reflecting that there are 24 or more lots in said subdivision upon which dwelling units, as herein defined, are to be constructed, or that 24 or more dwelling units are to be constructed within said subdivision, Company agrees to install, own, operate and maintain an underground electric distribution system for the furnishing of electricity to the aforesaid subdivision, making underground service available to all lots which are platted in said subdivision at the execution of this contract, and all dwelling units to be constructed within said subdivision, said subdivision being hereinafter designated Underground Residential Subdivision. "Dwelling units" shall include homes, townhouses and duplexes built for sale or rent and wired so as to provide for separate metering to each dwelling unit, but shall exclude mobile homes, as hereinafter specified. (If an apartment structure is erected within the Underground Residential Subdivision and wired so as to provide separate metering to each dwelling unit, then underground service will be provided to such structure, or, at the option of Developer, Company will furnish any other available type of service, under the terms and conditions of a separate contract.)

B. Reserves: - Except as hereafter provided, Company is not obligated under this contract to install facilities in Reserve(s) in Pin Oak Estates Subdivision, Section 1. If, however, Developer or any purchaser from Developer utilizes any reserve area for the erection of residential structures, such as homes, apartment structures, townhouses and duplexes, and if the development of such reserve area otherwise meets the requirements of Paragraph A above, then Company agrees to furnish underground service to the structures within such reserve area according to the terms and conditions of a separate contract.

II.

INSTALLATION OF FACILITIES

A. Type of service: - The electric service furnished under

this agreement will be of the type described by Company as single phase, 120/240 volt, three wire, 60 cycle alternating current for lighting and power.

B. Distribution System: - The underground electric distribution system shall be installed in easements provided therefor and shall consist of overhead primary feeder circuits constructed on wood poles, single phase, underground primary and secondary circuits, pad mounted or other type of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. Company reserves the right to construct such overhead primary feeder lines within dedicated easements or easements otherwise acquired at such points along the perimeter of the subdivision or elsewhere as it may determine to be necessary for the furnishing of the underground residential distribution system herein provided for or to meet Company's general area requirements. At Company's option those lots adjacent to such overhead distribution facilities may be served from such overhead distribution system. Where overhead service is furnished the distribution system will be installed in easements provided therefor and shall consist of overhead primary and secondary circuits, constructed on wood poles equipped with transformers and such other appurtenances as shall be necessary to make overhead service available. Company shall at all times have title to and complete control over the facilities to be installed by it.

C. Preparation of Easement: - All easements for underground distribution shall be kept free and clear of obstructions. Developer agrees, at his expense, to have all lot corners and location of all dwelling units accurately staked on the ground, to have all easements cleared of trees, stumps, and other obstructions which would interfere with Company's pole line or underground cable installation, and to develop all easements and rights of way to final level grade, suitable for machine trenching, before Company starts its installation.

D. Coordination of construction: - Developer agrees to coordinate his construction work with Company's construction work in such a way that Company's facilities can be installed without interference due to construction of streets, sewers, water lines and facilities of other utilities. In the event Developer interferes with Company's installation of its facilities by the untimely installation of streets or other facilities, Company shall give notice to Developer and if the interference is not eliminated, a payment equivalent to the additional cost to Company brought about by the interference will be made by Developer and such shall be due upon the determination by Company of such additional cost and the submission of an invoice therefor.

E. Temporary service: - Temporary service for home construction shall be available only to locations adjacent to existing energized transformers or secondary junction boxes. The applicant for temporary service will install a meter loop in accordance with the Company's then current Standards and Specifications and shall at his own cost, furnish and install necessary cable and appurtenances from the line side of the meter base to the designated point of service connection in compliance with applicant's service cable at Company's

installed transformers or energized secondary junction boxes. Charges for temporary service under the conditions outlined above will be the same as in overhead service areas.

F. Service lines: - The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from point of Company's metering at the dwelling unit or structure to the point of attachment at Company's installed transformers or energized secondary junction boxes, said point of attachment to be made available by Company at a point designated by Company at the property line of each lot. Company shall make the necessary electrical connections at both the meter and the transformer or secondary junction box. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a service entrance in accordance with Company's then current Standards and Specifications for the location and installation of the meter for the electric service to each dwelling unit.

G. Construction schedule: - It is understood and agreed that Company does not obligate itself to start construction of its facilities under this contract prior to sixty (60) days from the date of this contract. However, Company will endeavor to start construction at an earlier date and expedite completion of the work provided for in this contract. Construction will not be started until Developer has granted the easements provided for herein and met all conditions specified in Article II-C hereof.

III.

EASEMENTS

A. Grant of easements: - Developer by the execution of this agreement hereby grants to Company, and to the various homeowners within the Subdivision, all necessary easements for the installation, maintenance and operation of Company's electric distribution system and homeowner's facilities, as follows:

1. Easements along, over, under and across the thoroughfares and streets for Company's underground facilities.

2. Easements along, over, under and across those areas specified as utility easements for Company's underground facilities and necessary appurtenances, including, without limitation, pad mounted transformers and junction boxes, and in areas where service is to be overhead the utility easements may be utilized for overhead facilities.

3. Easements for the reciprocal benefit of the various homeowners affording access to the area occupied by and centered on the service wires of the various homeowners to

permit installation, repair and maintenance of each homeowner's owned and installed service wires.

B. Location of easements: - The Company shall have the right to use the utility easements which are shown on the recorded plat of the Subdivision as centered on the rear property lines of all lots, and such additional easements as may be required for its underground distribution system will be located at such points as the underground system reasonably requires.

C. Additional easements: - Developer further agrees to grant to the Company and/or the various homeowners such additional easements within the aforesaid Subdivision as shall be necessary for the installation, maintenance and operation of Company's and homeowner's facilities; however, this paragraph is intended to create an obligation binding only on the Developer and the same is not to be construed as creating a covenant running with the land or as binding on subsequent purchasers of the lots in Pin Oak Estates Subdivision, Section 1.

D. Easement instruments: - Developer agrees to execute the customary additional instruments confirming the easements and rights of way heretofore granted or agreed to be granted, pursuant to this contract.

IV.

DEED RESTRICTIONS

Developer agrees to include in the restrictions made applicable to the Subdivision provisions substantially as follows:

"An underground electric distribution system will be installed in that part of Pin Oak Estates Subdivision, Section 1, designated herein as Underground Residential Subdivision, which underground service area embraces all of the lots which are platted in Pin Oak Estates Subdivision, Section 1, at the execution of this agreement between Company and Developer or thereafter. In the event that there are constructed within the Underground Residential Subdivision structures containing multiple dwelling units such as townhouses, duplexes or apartments, then the underground service area embraces all of the dwelling units involved. The owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner/Developer, shall, at his or its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Developer has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for

the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the owner of each lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner/Developer, shall at his or its own cost, furnish, install, own and maintain a meter loop (in accordance with the then current Standards and Specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as underground service is maintained in the Underground Residential Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

"The electric company has installed the underground electric distribution system in the Underground Residential Subdivision at no cost to Developer (except for certain conduits, where applicable, and except as hereinafter provided) upon Developer's representation that the Underground Residential Subdivision is being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes and apartment structures, all of which are designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) which are built for sale or rent and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit. Should the plans of the developer or the lot owners in the Underground Residential Subdivision be changed so as to permit the erection therein of one or more mobile homes, Company shall not be obligated to provide electric service to any such mobile home unless (a) Developer has paid to the Company an amount representing the excess in cost, for the entire Underground Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision or (b) the Owner of each affected lot, or the applicant for service to any mobile home, shall pay to the Company the sum of (1) $1.75 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot or dwelling unit over the cost of equivalent overhead facilities to serve such lot or dwelling unit, plus (2) the cost of rearranging, and adding any electric facilities serving such lot, which arrangement and/or addition is determined by Company to be necessary.

"The provisions of the two preceding paragraphs also apply to any future residential development in Reserve(s) shown on the plat of Pin Oak Estates Subdivision, Section 1, as such plat exists at the execution of the agreement for underground electric service between the electric company and Developer or thereafter. Specifically, but not by way of limitation, if a lot owner in a former Reserve undertakes some action which would have invoked the

above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, such owner or applicant for service shall pay the electric company $1.75 per front lot foot, unless Developer has paid the electric company as above described. The provisions of the two preceding paragraphs do not apply to any future non-residential development in such Reserve(s)."

V.

Payment by Developer: - The underground distribution system covered by this contract is being installed by Company at no cost to Developer (except for certain conduits, where applicable and except as hereinafter provided) upon Developer's representation that such Subdivision covered hereby is being developed for residential dwelling units, including homes, townhouses, duplexes and apartment structures, constructed upon the premises and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), and so wired as to provide for separate metering to each dwelling unit. Should Developer's plans as outlined to Company be changed so that mobile homes are to be erected, or should the Developer sell lots within the Underground Residential Subdivision for location thereon of mobile homes, Developer shall thereupon become liable to Company for $1.75 per front lot foot for all lots or dwelling units specified by this agreement to be within the Underground Residential Subdivision, such amount representing the excess in cost, for the entire Subdivision, of the underground distribution system being installed under this agreement over the cost of equivalent facilities for Company's standard overhead service; and Company shall not be further obligated to Developer under this contract until such payment shall have been made in full. In the event that Developer shall replat all or any part of the Subdivision, Company shall not be obligated to furnish the underground distribution system for services to the replatted lots or to the dwelling units located therein unless (a) the replatted lots or dwelling units to be located therein are to be constructed for "dwelling units" as hereinbefore defined, same being those constructed and designed to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes) and wired for separate metering to each dwelling unit in a multiple dwelling unit structure and (b) payment is made to Company of an amount equal to the excess cost of bringing underground service to the replatted lots over the cost of installing underground distribution system for service to the lots as originally platted. Further, in the event that the plans for the development of the Underground Residential Subdivision as outlined to Company be changed after Company has installed any of its underground service facilities, and if such change in plans will require the removal of or alteration of such installed facilities, then, except to the extent that such facilities remain suitable for serving any dwelling units called for by the change in plans, Developer shall pay to Company the cost to Company of installing and altering such facilities.

It is understood and agreed that the above provisions of this Article V also apply to any future residential development in Reserve(s) shown on the plat of Pin Oak Estates Subdivision, Section 1, as such plat exists at the execution of this contract or thereafter. Specifically,

AS PER ORIGINAL

but not by way of limitation, if Developer undertakes some action in a former Reserve(s) which would have invoked the above per front lot foot payment if such action had been undertaken in the Underground Residential Subdivision, Developer shall pay Company $1.75 per front lot foot for all lots in both the Reserve(s) and the Underground Residential Subdivision.

It is also understood and agreed that if Developer undertakes any action in the lots within the Underground Residential Subdivision which invokes the above per front lot foot payment in said Underground Residential Subdivision, Developer shall pay $1.75 per front lot foot for any future installation of underground electric service in the above described Reserve(s).

The above provisions of this Article V do not apply to any future non-residential development in such Reserve(s).

This instrument constitutes the entire contract of the parties with respect to the matters herein contained and when duly executed shall be binding upon and inure to the benefit of both parties and their respective successors, legal representatives and assigns, but the agreement shall not be assignable by Developer without the written consent of Company.

01491

AS PER ORIGINAL

0032

DEED

924 PAGE 455

EXECUTED in triplicate at Houston, Texas, as of the 31st day of July, 1980.

HOUSTON LIGHTING & POWER COMPANY

By _____
Vice President

D. D. Sykora
(Name printed or typed)

ATTEST:

_____
ASST. Secretary

FRANK C. GEMAR
(Name printed or typed)

COMPANY

FIRST NATIONAL DEVELOPMENT CORPORATION

By _____
President

Thomas Cloud
(Name printed or typed)

ATTEST:

_____
Secretary

Glenn Parrish
(Name printed or typed)

DEVELOPER

811 Westheimer, Suite 101
Mailing Address

Houston, Texas 77006
City State Zip

NOTARY PUBLIC COUNTY OF HARRIS TEXAS

RETURN TO:
V. W. Clement
HOUSTON LIGHTING & POWER COMPANY
P. O. BOX 1700
HOUSTON, TEXAS, 77001

01492

AS PER ORIGINAL

0032

DEED

924 PAGE 456

STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared Thomas Cloud, President of First National Development Corp. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said First National Development Corporation, a Texas corporation, and that he executed the same as the act and deed of such Corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of July, 1980.

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES: 6-18-81

K.D. Austin

K.D. AUSTIN

(Notary's name printed, typed or stamped)

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared D. D. SYKORA, Vice President of Houston Lighting & Power Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Houston Lighting & Power Company, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of August, 1980.

Janet Van Wambeck

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS.
MY COMMISSION EXPIRES:

JANET VAN WAMBECK
Notary Public in and for Harris County, Texas
My Commission Expires 4-30-81

(Notary's name printed, typed or stamped)

FILED

'80 OCT 20 A8:46

Pearl Ellett
COUNTY CLERK
FORT BEND COUNTY, TEXAS

Duly recorded this the 21st day of October 1980 A.D. at 4:30 O'Clock P.M.

By Dena Messina Deputy

Pearl Ellett, County Clerk
Fort Bend County, Texas

17. TRANSFER $3,148.15 FROM DRAINAGE DISTRICT FUND INTO BRIDGE IMPROVEMENT FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to transfer $3,148.15 from Drainage District Fund into Bridge Improvement Fund.

18. CONSIDER APPLICATION FROM SUGAR LAND TELEPHONE TO LAY CABLE UNDER AND ALONG BISSONNET ST. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Sugar Land Telephone to lay cable under and along Bissonnet St. in Precinct 3. (Recorded in minutes in full)

19. AUTHORIZE ADVERTISING FOR BIDS FOR ONE OR MORE CRAWLER OR RUBBER TIRE SLOPE MOWER WITH AND WITHOUT TRADE-IN; AND FOR CASE BINDERS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for one or more crawler or rubber tire slope mower with and without trade-in.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for case binders.

20. CONSIDER AWARDING BIDS FOR THE FOLLOWING: (1) PHOTOGRAPHIC SUPPLIES #87-14; AND (2) KITCHEN EQUIPMENT FOR SHERIFF'S DEPT. #87-15:

Award bid for photographic supplies:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to CAMERA UNLIMITED and SOUTHWESTERN CAMERA based on price and availability of products ordered. (Recorded in minutes in full)

Award bid for kitchen equipment for Sheriff's Dept:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to the following for kitchen equipment for Sheriff's Dept. (Recorded in minutes in full)

GARNER REST. SUPPLY for Item #1	$ 4,929.00
LAMOR CO. for Item #2	$ 2,679.00
LAMOR CO. for Item #3	$ 3,398.00
LAMOR CO. for Item #4	$ 1,965.00

RECESS:

Commissioners' Court recessed at 12:00 p.m.

21. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ART. 6252-17, SEC. 2 (G), V.T.C.S. AND TAKE ACTION, IF NECESSARY:

No action taken.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

#18 01494

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23rd. day of February, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugar Land Telephone Co. dated February 11, 1987, permit no. 80801 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 17th. 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 _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kuchwitz
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Koler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80801 **01495**

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

February 16, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

01496

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80801

Formal notice is hereby given that The Sugar Land Telephone Co. 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
(A)	Bissonnet St.	445' West of west R.O.W. of Hodges Bend Dr.	91'	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
(B)	Bissonnet St.	West R.O.W. of F.M. 1464	5' west of the west R.O.W. of Hodges Bend Dr.	1840'
(C)	Bissonnet St.	445' west of west R.O.W. of Hodges Bend Dr.	375' west of west R.O.W. of Hodges Bend Dr.	70'

General Description

(A) Bissonnet St. Bore w/2, 35' bores. (B) 3, 4" PVC pipes and 4, 4' x 8' concrete pull boxesare proposed to parallel the South R.O.W. line of Bissonnet St. (C) 70' of (1) buried telephone cable to enter school bldg.

The location and description of the proposed installation and appurtenances is more fully sh on the attached plans and drawings. (Plans and drawings of proposed installation and appurt 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, 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: Sugar Land Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Dewey C. Williams
(Signature)

NAME & TITLE Dewey C. Williams
O.S.P. Engineer
(Please Print)

DATE: Feb. 11, 1987
ADDRESS P.O. Box 650
(Street/P.O. Box)

Sugar Land Tx. 77487
City State Zip

TELEPHONE NO: 490-9433

01497

0032

20/1

PHOTOGRAPHIC SUPPLIES FOR FORT BEND COUNTY
BID #87-14

COMPANY	ITEM #1 COLOR NEGATIVE CHEMISTRY	ITEM #2 COLOR SLIDE CHEMISTRY	ITEM #3 COLOR NEGATIVE PRINT FILM: 35MM, 160 ASA	ITEM #4 COLOR SLIDE FILM 35MM, 200 ASA	ITEM #5 BLACK & WHITE NEGATIVE PRINT FILM: 35MM, 400 ASA	ITEM #6 COLOR PAPER CHEMISTRY 25 GAL. CONCENTRATE (DEVELOPER)
CAMERAS UNLIMITED	$15.59/LITER BESELER	$17.42 BESELER	$62.29/ROLL, 100' KODAK	$62.29/ROLL, 100' KODAK	$22.68/ROLL, 100' KODAK	$97.24/PER 25 GALLON MIX KODAK
SOUTHWESTERN CAMERA	$15.00/LITER BESELER	$18.20/LITER BESELER	NO BID	$60.30/ROLL, 100' NOT STATED	$46.65/ROLL, 100' NOT STATED	$69.75/PER 25 GALLON MIX HUNT

COMPANY	ITEM #7 COLOR PAPER CHEMISTRY 25 GAL. CONCENTRATE (BLEACH)	ITEM #8 EKTACOLOR PLUS COLOR PAPER: F SURFACE 8 X 10	ITEM #9 BLACK & WHITE FILM DEVELOPER: D76	ITEM #10 BLACK & WHITE FILM DEVELOPER: M-X	ITEM #11 BLACK & WHITE FIXER FOR FILM RAPID-FIX
CAMERAS UNLIMITED	$340.93/PER 25 GALLON MIX KODAK	$347.00/THOUSAND SHEETS KODAK	$3.40/ONE GALLON KODAK	$5.10/ONE QUART KODAK	$5.99/ONE GALLON KODAK
SOUTHWESTERN CAMERA	$72.20/PER 25 GALLON MIX NOT STATED	$267.50/THOUSAND SHEETS HUNT	$2.95/ONE GALLON KODAK	$4.45/ONE QUART KODAK	$5.20/ONE GALLON KODAK

01498

COMPANY	ITEM #12 BLACK & WHITE DEVELOPER EKTAFLO-1	ITEM #13 BLACK & WHITE PAPER FIX: EKTAFLO-1	ITEM #14 BLACK & WHITE PAPER POLLY CONTRAST, 8 X 10	ITEM #15 BLACK & WHITE PAPER PANALURE, 8 X 10	ITEM #16 BLACK & WHITE PAPER PANALURE, 11 X 14
CAMERAS UNLIMITED	$3.56/MIX KODAK-DEKTOL	$5.99/MIX KODAK	$177.22/HUNDRED SHEETS KODAK	$48.03/HUNDRED SHEETS KODAK	$102.52/HUNDRED SHEETS KODAK
SOUTHWESTERN CAMERA	$17.00/MIX KODAK	$13.45/MIX KODAK	$36.35/HUNDRED SHEETS KODAK	$43.05/HUNDRED SHEETS KODAK	$82.75/HUNDRED SHEETS KODAK

COMPANY	ITEM #17 COLOR PAPER: EKTA COLOR PLUS, F SURFACE, 11 X 14	ITEM #18 BLACK & WHITE FILM DEVELOPERL DK-50	ITEM #19 COLOR NEGATIVE PRINT FILM: 35MM, 1000 ASA, 36 EXPOSURE	ITEM #20 ORTHO CUT FILM 4 X 5, 4141 THICK	ITEM #21 ROYAL PAN CUT FILM 4 X 5, 4141 THICK
CAMERAS UNLIMITED	$67.96/HUNDRED SHEETS KODAK	$3.89/ONE GALLON KODAK	$5.50/BOX KODAK	$64.99/HUNDRED SHEETS KODAK	$56.99/HUNDRED SHEETS KODAK
SOUTHWESTERN CAMERA	$54.00/HUNDRED SHEETS HUNT	$3.35/ONE GALLON KODAK	$5.60/BOX KODAK	$47.85/HUNDRED SHEETS KODAK	$42.20/HUNDRED SHEETS KODAK

01499

COMPANY	ITEM #22 T-60 VHS VIDEO TAPES: 60/CASE	ITEM #23 POLORIOD TYPE-52 FILM	ITEM #24 POLORIOD TYPE-59 FILM	ITEM #25 POLORIOD TYPE-669 FILM	ITEM #26 POLORIOD TYPE-600 FILM	ITEM #27 POLORIOD TIME ZERO FILM
CAMERAS UNLIMITED	$324.00/CASE $5.40/TAPE KODAK	$299.20/CASE	$477.95/CASE	$391.82/2-PACK-CASE	$517.99/CASE	$517.99/CASE
SOUTHWESTERN CAMERA	$306.00/CASE $5.10/TAPE KODAK	$320.00/CASE	$521.20/CASE	$418.75/CASE	$550.00/CASE	$550.00/CASE

COMPANY	ITEM #28 NEGATIVE PRINT FILES FOR 35MM FILM	ITEM #29 CANNED COMPRESSED AIR 12 CANS/CASE	ITEM #30 NOZZELS FOR USE WITH COMPRESSED AIR
CAMERAS UNLIMITED	$17.99/HUNDRED SHEETS	$3.75/CAN $45.00/CASE DUST-AIR	$12.50/EACH DUST-AIR
SOUTHWESTERN CAMERA	$15.00/HUNDRED SHEETS	$3.45/CAN $41.40/CASE DUST-MASTER	$21.00/EACH DUST-OFF

20/2

KITCHEN EQUIPMENT FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT
BID #87-15

COMPANY	ITEM #1 AUTOMATIC DISHWASHER	ITEM #2 CONVECTION OVEN	ITEM #3 20 QUART MIXER	ITEM #4 SHELVING FOR FREEZER
THE LAMOR CO.	$4,995.00	$2,679.00 ✓	$3,398.00 ✓	$1,965.00 ✓
GARDNER REST. SUPPLY	$4,929.00 ✓	$2,779.00	$3,659.00	$1,990.00
FOOD EQUIP. SPECIALIST	DOES NOT MEET SPECIFICATIONS.			

01500

22. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 3/4 TON PICKUP TRUCKS (#87-19); (2) ONE OR MORE NEW 1/2 TON PICKUP TRUCKS (#87-20); (3) ONE OR MORE NEW 1/2 TON PICKUP TRUCKS WITH TRADE-IN (#87-21) (4) STORAGE BUILDING, PRCT. 1 FACILITY, CRABB, TEXAS; (5) SALE & REMOVAL OF ALL IMPROVEMENTS LOCATED AT 311 SOUTH THIRD ST., RICHMOND (1 FRAME HOUSE ONLY):

Open bids for one or more new 3/4 ton pickup trucks:

The following bids were presented to Commissioners' Court for review.

A) A.C. COLLINS FORD
B) DUB MILLER FORD, INC.
C) EAST BERNARD FORD
D) GILMAN DODGE
E) HALL CHEVROLET
F) JACK ROACH FORD
G) JOE MYERS FORD, INC.
H) KNAPP CHEVROLET
I) RATHER CHEV.

Open bids for one or more new 1/2 ton pickup trucks:

The following bids were presented to Commissioners' Court for review.

A) A.C. COLLINS FORD
B) DUB MILLER FORD, INC.
C) EAST BERNARD FORD
D) GILMAN DODGE
E) HALL CHEVROLET
F) JACK ROACH FORD
G) JOE MEYERS FORD, INC.
H) KNAPP CHEVROLET
I) RATHER CHEV.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to DUB MILLER FORD for four (4) 1/2 ton pickup trucks with standard shift and long wheelbase in the amount of $6,995.87 each, for Drainage District department. (Recorded in minutes in full)

Open bids for one or more new 1/2 ton pickup trucks with trade-in:

The following bids were presented to Commissioners' Court for review.

A) A.C. COLLINS FORD
B) DUB MILLER FORD
C) EAST BERNARD FORD
D) GILMAN DODGE
D) HALL CHEVROLET
E) JACK ROACH ROACH
F) JOE MYERS FORD, INC.
G) KNAPP CHEVROLET
H) RATHER CHEVROLET

Open bids for storage building, Prct. 1 facility, Crabb, Texas:

The following bids were presented to Commissioners' Court for review.

A) DRYMALLA CONSTRUCTION
B) ED MEYER CONSTRUCTION
C) HARROP/STREET/PETERS
D) L. ARNOLD CONSTRUCTION
E) ROBERTSON INTEREST, INC.

22/1

01502

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW 3/4 TON PICKUP TRUCKS.

BID NUMBER: 87-19

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD ✓	9828.00
APPLE CHEVROLET	
ARCHER CHRY-PLY	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC. ✓	9098.06
EAST BERNARD FORD	10,938.76
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE ✓	10,461.40
HALL CHEVROLET ✓	9394.78
HARRY SHANKS CHEVROLET	
HELFMAN FORD	
JACK ROACH FORD ✓	10,201.45
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS-DODGE	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC. ✓	9836.10
KINSEL FORD, INC.	
KNAPP CHEVROLET ✓	9994.00
LAWRENCE-MARSHALL CHEV-OLDS	
LEBLANC-WALDROP CHRY.	
MAC TRUCKS, INC.	
MARSHALL FORD	
MCMILLAN FORD	
MORT HALL FORD	
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSELL AND SMITH FORD	
SAN JACINTO FORD	
SOUTH LOOP FORD TRUCKS	

01503

0032

UNIVERSAL FORD	
WESTWAY FORD	
TRUCKS OF TEXAS, INC.	
WHITE PONT-CAD-GMC	
RATHER CHEV. ✓	10,235.00

22/2

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW 1/2 TON PICKUP TRUCKS **01504**

BID NUMBER: 87-20 **0032**

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.C. COLLINS FORD ✓	7890.00
APPLE CHEVROLET	
ARCHER CHRY-PLY	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC. ✓	6995.87
EAST BERNARD FORD ✓	8220.82
ENERGY COUNTRY FORD	
GALLARIA AREA FORD	
GEORGE PHARIS CHEVROLET	
GILMAN DODGE ✓	8036.90
HALL CHEVROLET ✓	7618.69
HARRY SHANKS CHEVROLET	
HELFMAN FORD	
JACK ROACH FORD ✓	7856.60
JIMMY GREEN CHEVROLET	
JOE CAMP FORD	
JOE GRILLO OLDS-DODGE	
JOE HUBENAK CHEVROLET	
JOE MYERS FORD, INC. ✓	7279.63
KINSEL FORD, INC.	
KNAPP CHEVROLET ✓	7325.00
LAWRENCE-MARSHALL CHEV-OLDS	
LEBLANC-WALDROP CHRY.	
MAC TRUCKS, INC.	
MARSHALL FORD	
MCMILLAN FORD	
MORT HALL FORD	
NORTHPOINT CHRY-PLY	
RON CARTER CHEVROLET	
RUSSELL AND SMITH FORD	
SAN JACINTO FORD	
SOUTH LOOP FORD TRUCKS	

01505

0032

UNIVERSAL FORD

WESTWAY FORD

TRUCKS OF TEXAS, INC.

WHITE PONT-CAD-GMC

RATHER CHEV. ✓

$7695.00

AS PER ORIGINAL

22/2

6 Cyl Truck - [redacted] - No Options - No Trade In

		STd Xmsn	w/Auto Xmsn	=	
Dub Miller Ford		6995.87	+1469.87	8465.74	Lowest w/ STd Xmsn
Joe Myers Ford		7279.63	+1453.70	8733.33	
Knapp Chev		7325.00	+480.00	7805.00	
Hall Chev		7618.69	NC	7618.69	Lowest w/Auto Xmsn Chev R-10
Chuck Rathert	Non Spec	7695.00	+480.25	8175.25	Non Spec
Jack Roach	Non SPEC	7856.60	+511.03	[redacted] 8367.63	Non Spec
A.C. Collins		7890.00	+511.03	8401.03	
Gillman Dodge		8036.90	+480.25	8517.15	
East Bernard		8220.82	+511.03	8731.85	

8465.74
7618.69
847.05

22/3

TITLE: PURCHASE OF TWO (2) OR MORE NEW 1/2 TON PICKUP TRUCKS WITH TRADE-IN

NUMBER: 87-21

01507

VENDORS NOTIFIED BY LETTER

0032

COMPANY	BID PRICE	
A.C. COLLINS FORD ✓	7890.00	
APPLE CHEVROLET		
ARCHER CHRY-PLY		
BOB ROBERTSON CHEVROLET		
CHUCK DAVIS CHEVROLET		
CHUCK MILLER FORD, INC.		
[illegible] RUSSELL CHEVROLET, INC.		
DUB MILLER FORD, INC. ✓	6959.87	
EAST BERNARD FORD ✓	8220.82	[illegible]
ENERGY COUNTRY FORD		
GALLARIA AREA FORD		
GEORGE PHARIS CHEVROLET		
GILMAN DODGE ✓	8036.90	
HALL CHEVROLET ✓	7618.69	
HARRY SHANKS CHEVROLET		
HELFMAN FORD		
JACK ROACH FORD ✓	7856.60	Don Stewart
JIMMY GREEN CHEVROLET		
JOE CAMP FORD		
JOE GRILLO OLDS-DODGE		
JOE HUBENAK CHEVROLET		
JOE MYERS FORD, INC. ✓	7279.63	
KINSEL FORD, INC.		
KNAPP CHEVROLET ✓	7325.00	
LAWRENCE-MARSHALL CHEV-OLDS		
LEBLANC-WALDROP CHRY.		
MAC TRUCKS, INC.		
MARSHALL FORD		
MCMILLAN FORD		
MORT HALL FORD		
NORTHPOINT CHRY-PLY		
RON CARTER CHEVROLET		
RUSSELL AND SMITH FORD		
SAN JACINTO FORD		
SOUTH LOOP FORD TRUCKS		

AS PER ORIGINAL

01508

0032

AS PER ORIGINAL

UNIVERSAL FORD

WESTWAY FORD

TRUCKS OF TEXAS, INC.

WHITE PONT-CAD-GMC

RATHER CHEV. ✓

7695.00

01509
0032

22/4

BID TABULATION ---- BUILDING "C" & "D" ---- FT. BEND COUNTY PRECINCT 1 MAINTENANCE FACILITY---- CRABB, TEXAS
Bid Date: Monday, February 23, 1987 Bid Time: 1:30 P.M. CHRISTOPHER DI STEFANO & ASSOC., INC.

CONTRACTOR	BASE BID	CALENDAR DAYS	BID BOND	ADDENDUM #1	
DRYMALLA CONSTRUCTION	129,500	160	✓		
ED MEYER CONSTRUCTION	136,600	120	✓		
HARROP/STREET/PETERS	141,900	70	✓		
L. ARNOLD CONSTRUCTION	131,440.00	140	✓		
ROBERTSON INTEREST, INC.	183,186.42	110	✓		

REMARKS:

Open bids for sale & removal of improvements located at 311 South Third St., Richmond (1 frame house only):

The following bid was presented to Commissioners' Court for review.

A) RICHARD JOSEPH $500.00

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to RICHARD JOSEPH in the amount of $500.00 for sale & removal of improvements located at 311 South Third St., Richmond to be moved in 30 days.

23. 2:00 P.M.-RECEIVE AND CONSIDER PROPOSALS FOR CONTRACT FOR BANKING SERVICES INCLUDING DEPOSITORY PLEDGE CONTRACTS:

The following proposals for contract for banking services including depository pledge contracts were presented:

First City National Bank - Investment services
First Bank Savings Assoc.- Participating
First Nat'l Bank of Rosenberg - Investment services
Texas Capitol/Richmond - Investment services
Rosenberg Bank & Trust - Investment services
Sugar Creek Nat'l Bank - Investment services
Texas Commerce Bank - Investment services
Prudential-Bache - Investment services
RepublicBank/Richmond - Depository pledge contract & banking services

24. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor.

25. CLOSED SESSION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Larry Wagenbach and Stanley Kucherka to prepare a resolution to acquire through purchase, gift, donation or eminent domain, right-of-way easement on and along Flat Bank Creek. To be presented on March 9, 1987.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to withdraw earnest money contract on property located on FM 521 of approximately 4.56 acres in the amount of $230,000.

26. ADJOURNMENT:

Commissioners' Court adjourned at 3:05 p.m. Monday, February 23, 1987.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 23 day of February, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Luttis, Seconded by Commissioner Pressley, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED*********

Joyce Tompkins
County Auditor

Date: 2/23/87

Time Reconvened: _____

Time Adjourned or Recessed: _____

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
WEDNESDAY, MARCH 4, 1987
1:30 O'CLOCK P.M.

1. APPROVE BILLS.

2. ADJOURNMENT.

FILED FOR RECORD
TIME 2:50 A.M. P.M.

FEB 27 1987

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 Friday, February 27, 1987 at 3:00 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 4th day of MARCH, 1987 Commissioners' 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 BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor.

2. ADJOURNMENT:

Commissioners' Court adjourned at 2:20 p.m. Tuesday, March 4, 1987.

01513 A

0032

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON APRIL 16, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.1367

ENDING WITH
FILM CODE NO. VOL.0032 PG 01513

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

0153 B
0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF APRIL, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 01514.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 9, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 23, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Mr. Sam Dick, District Attorney, re: request for additional positions and transfer 2 positions from temporary to full-time.

6. Sheriff Gus George, re: (1) Consider interlocal agreement with City of Missouri City for instruction of city officers by Law Enforcement Academy; (2) Accept forfeited vehicle to be assigned to Sheriff's Dept.

7. Mr. Sterling Moore, Chief Juvenile Prob. Officer, re: (1) Request approval of contracts for residential placement with Gulf Coast Trade Center & Hope Center for Youth; (2) Request approval of CO5 Grant for Serious & Repeat Offenders Program; (3) Request approval of interlocal agreement with Waller County for housing of juveniles.

8. Consider approval of contract for grant administrative services under the Texas Community Development Program for 5th Street (Stafford) Project.

9. Consider approval of proposal from Ray Bailey & Associates for architectural services for repairs to roof of Fort Bend County Courthouse.

0. Approve software license agreement for elections program with American Information Systems Inc.

11. Consider approval of payments in the amount of $[illegible],360 to Street/Peters Construction and $26.88 to Chris DiStefano for completion of Precinct 1 maintenance facility.

12. Accept bid and approve contract between owner & contractor for Buildings "C" & "D" at Precinct 1 maintenance facility.

13. Consider purchase of property for Precinct 2 facility.

14. Consider abandonment of a portion of Lake Drive in Precinct 3.

15. Consider resolution of Commissioners Court requesting the State Legislature to create the Office of County Attorney for Fort Bend County.

16. 10:00 a.m. - Hold public hearing for replat of West Oaks Village, Section 1 in Precinct 3.

17. Consider interlocal agreements between Fort Bend County, Fort Bend County Drainage District and Lamar C.I.S.D.

18. Consider approval of resolution on acquisition of right-of-way on Flat Bank Creek from Highway 6 to the Brazos River.

19. Consider approval of agreement with Houston Lighting & Power Co. for utlitization of their easement for parking adjacent to County Library.

[illegible]. Transfer a portion of year-ending balance from Precinct 3 to Capital Improvements Fund for completion of Precinct 3 facility.

[illegible]. Consider application from Fort Bend Telephone Co. to lay cable along & crossing Cow Creek Rd. in Precinct 2 & crossing Sawmill Rd. in Prct. 1.

22. Discuss and take action as recommended by Policies & Procedures Committee.

23. Consider granting extension of sick leave for County employee.

24. Discuss and take action on proposed changes concerning classification & compensation study ~~as recommended by Policies & Procedures Committee~~.

CONTINUED

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
MARCH 9, 1987

AS PER ORIGINAL

25. Record County Employee Salary Report.

26. 11:00 a.m. - Hold public hearing on replat of Brynmawr Lake Subdivision in Precinct 3 and consider taking action on same.

27. Accept bids on the following: (1) One or more new 3/4 ton pickup trucks (#87-19); (2) Two or more new 1/2 ton pickup trucks with or without trade-in (#87-21).

28. Consider withdrawing bid awarded on 1/2 ton pickup trucks and award to next low bidder.

29. Meet in Closed Session to discuss litigation, land, and personnel matters as authorized by Art. 6252-17, Sec. 2 (e,f,g), V.T.C.S, and consider takin action.

30. 1:30 p.m. - Open bids for the following: (1) Purchase of vehicular fuels for Fort Bend County (#87-17); (2) Furnish & Install 1,000 gallon grease trip at County Jail (#87-22); (3) Purchase of one or more new crawler tractors with blade (#87-23); (4) Sealed Requests for Proposals for one multi channel emergency message recorder (E.M.S.) (RFP #87-24); (5) Providing Life, Health, & Dental Insurance to County employees & providing Disability Insurance coverage to County employees; & (6) Providing Public Officials, Law Enforcement, Dishonesty, Property, Blanket, and Valuable Paper Insurance coverage for Fort Bend County.

31. Approve bills.

32. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.

MAR 5 1987

Dianne Wilson
County Clerk, Fort Bend Co. Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Thursday, March 5, 1987 at 3:10 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 9TH day of MARCH, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF FEBRUARY 23 & March 4, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of February 23, 1987 with corrections to #4 & #6.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

Emergency Management	240TH District Court
Auditor	Purchasing
County Clerk	Veterans Service
Commissioners #2, #3, & #4	E.M.S.
County Engineer	Data Processing
County Judge	Tax Assessor/Collector
Juvenile Probation	District Attorney

5. MR. SAM DICK, DISTRICT ATTORNEY, RE: REQUEST FOR ADDITIONAL POSITIONS AND TRANSFER 2 POSITION FROM TEMPORARY TO FULL-TIME:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve seven new positions including salaries and benefits beginning April 1, 1987 as presented by Sam Dick, District Attorney, totaling $160,776.18. (Recorded in minutes in full)

6. SHERIFF GUS GEORGE, RE: (1) CONSIDER INTERLOCAL AGREEMENT WITH CITY OF MISSOURI CITY FOR INSTRUCTION OF CITY OFFICERS BY LAW ENFORCEMENT ACADEMY; (2) ACCEPT FORFEITED VEHICLE TO BE ASSIGNED TO SHERIFF'S DEPT.:

Interlocal agreement with City of Missouri City for instruction of city officers by Law Enforcement Academy:

4
01517

0032

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Barbara J. Nelson
Deborah Clark

Period: Date of Departure March 9, 1987
Date of Return March 11, 1987

Purpose of Trip: to attend Seminar for Professional Criminal Justice Secretary

Places to be Visited: HUNTSVILLE SAM HOUSTON ST.

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

S.L. Dick
Name

District Attorney
Title

2/27/87
Date

* *

Approved: Commissioners' Court

County Judge

Emergency

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Comm 2, 3, 4
Co Judge
Co. Engineer

Period: Date of Departure March ~~10~~ 17, 1987

Date of Return March ~~10~~ 17, 1987

Purpose of Trip: Big Creek Hearing

Places to be Visited: Austin

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

3-5-87
Date

Name

Title

* *

Approved: Commissioners' Court

County Judge

3-9-87
Date

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Fund 49 01519

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Doris Wolf

Period: Date of Departure April 8

Date of Return April 10

Purpose of Trip: Texas College of Probate Judges Conference

Places to be Visited: Beaumont

Mode of Transportation (State whether by personal auto, airline, etc.) auto

Dianne Wilson
Name

3/6/87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-5-87
Date

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01520

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by the following persons~~:

for W. W. Lively, Assistant Auditor

Period: Date of Departure March 16, 1987

Date of Return March 19, 1987

Purpose of Trip: Texas Division of Emergency Management Disaster Recovery Course

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Joyce Tompkins
Name

March 9, 1987
Date

Joyce Tompkins
Auditor
Title

* *

Approved: Commissioners' Court

County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Stanley L. Kucherka, Jr., Ben Denham, Jodie Stavinoha, Dan Gerken
Johnnie Pustka - Comm PRESSLEY - ~~Comm~~

Period: Date of Departure March 10, 1987

Date of Return March 11, 1987

Purpose of Trip: To attend public hearing w/TX Water Commission on excavation of Big Creek

Places to be Visited: TX Water Commission

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

X Stanley L Kucherka
Name
Stanley L. Kucherka, Jr.

3/5/87
Date

County Engineer/Drng Dist Mgr
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

JODIE E. STAVINOHA

Period: Date of Departure March 10, 1987

Date of Return March 11, 1987

Purpose of Trip: Texas Water Commission Hearings

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

J. Stavinoha
Name

March 9, 1987
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

1) Rose Hernandez
2) Charles Blossom
3) Iris Galvan
4) Lupe Polacios

Period: Date of Departure April 26, 1987

Date of Return April 29, 1987

Purpose of Trip: Conference - Texas Training Sessions

Places to be Visited: South Padre Island, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

Date

Acting Chief
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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C1524

RECEIVED
MAR 6 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

C. A. DICKERSON

Period: Date of Departure MARCH 12, 1987

Date of Return MARCH 15, 1987

Purpose of Trip: SEMINAR

Places to be Visited: WACO, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

C A Dickerson
Name

3/5/87
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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01525

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

For ~~accompanied by the following persons:~~

Gilbert D. Jalomo, Jr.

Period: Date of Departure April 5, 1987

Date of Return April 8, 1987

Purpose of Trip: Attend the Advanced Public Purchasing Seminar at UT Austin.

Places to be Visited: UT Austin

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Gilbert D. Jalomo
Name

3/5/87
Date

Assistant Purchasing Agent
Title

John J. Hammett 3-5-87 Funds are available.

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAR 5 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Patrick Conrad

Period: Date of Departure 3/12/87

Date of Return 3/13/87

Purpose of Trip: Spring Service Officer Conference

Places to be Visited: Victoria, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Patrick Conrad
Name

March 5, 1987
Date

Veterans Service Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Sharon Davis
James Bacman
Melba Craft
Ashley Dusak

Period: Date of Departure Apr 27

Date of Return Apr 29

Purpose of Trip: REGIONAL - Texas Association of EMT's Seminar & Awards Banquet - Personnel have taken vacation time to attend

Places to be Visited: San Antonio, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL

Name

3/5/87
Date

Director of EMS
Title

* *

Approved: Commissioners' Court

County Judge

3-9-87
Date

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01528

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

PAUL POULTON
NORMAN WILLIAMSON

Period: Date of Departure MARCH 27
Date of Return MARCH 28

Purpose of Trip: SKILLS (ALS) COMPETITION

Places to be Visited: AUSTIN, TX

Mode of Transportation
(State whether by personal auto, airline, etc.) PERSONAL VEHICLE

Name

3/5/87
Date

Director of EMS
Title

* *

Approved: Commissioners' Court

County Judge

3-9-87
Date

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COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Connie Heinecke and Mary Shemanski

Period: Date of Departure March 10, 1987

Date of Return March 10, 1987

Purpose of Trip: Attend Seminar "HOW TO DEAL WITH DIFFICULT PEOPLE"

Places to be Visited: Westin Galleria, Houston, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Chuck Miller Chuck Miller
Name

February 26, 1987
Date

Director of Data Processing
Title

Funds available in '87 budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5

01530

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Marsha P. Gaines, Tax Assessor-Collector

Period: Date of Departure 3-1-87

Date of Return 3-2-87

Purpose of Trip: Testify Before the Jurisprudence Committee

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal Auto

Marsha P. Gaines
Name

2-27-87
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge
Emergency

3-9-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01531

COUNTY OF FORT BEND

RECEIVED
FEB 24 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure MARCH 5, 1987

Date of Return MARCH 7, 1987

Purpose of Trip: STATE BAR OF TEXAS - EVIDENCE SEMINAR

Places to be Visited: SAN ANTONIO, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) AUTOMOBILE

C. A. Pickerson
Name

2/24/87
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

Emergency

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01532

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

MELVIN L. SPEED

Period: Date of Departure MARCH 9,1987

Date of Return MARCH 14,1987

Purpose of Trip: TO ATTEND A COURSE AT THE UNIVERSITY OF CALIFORNIA AT DAVIS, ON HANDLING HAZARDOUS MATERIALS INCIDENTS.

Places to be Visited: DAVIS, CALIFORNIA

Mode of Transportation (State whether by personal auto, airline, etc.) AIRLINE AND RENT CAR.

Melvin L Speed
Name

2-24-87
Date

County Coordinator
Title

FUNDS IN 1987 BUDGET.

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-9-87
Date

Emergency

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

March 9, 1987

The Honorable County Judge
and Commissioners' Court
Fort Bend County, Texas

Dear Sir:

On the attached page please find my requests for additional employees for my department along with transfers from part time to full time status for two of my present employees.

Sincerely,

Sam W. Dick

SWD/bd
cc: County Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Bob Lutts

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

ADDITIONAL POSITIONS	DUTIES	ANNUAL SALARY	FROM 4-1 -87	BENEFITS	FROM 4-1-87
1. Assistant D.A. I (17) (primarily J.P. Courts)	Misd.	$29,458.00 (start $27,458.00, raise in 89 days)	$22,093.00		$4,835.22
2. Assistant D.A. II (19) (replace Special Crimes prosecutor)	Felony	$35,334.00	$26,500.00		$5,468.20
3. Assistant D.A. II (19)	Appeals, CLE Bail Bond Forfeitures	$44,148.00 (start $42,148.00, raise in 89 days)	$33,111.00		$6,411.99
4. Investigator (14)	Felony	$33,020.00	$24,765.00		$5,218.94
5. Secretary (6)	Misd.	$15,756.00	$11,817.00		$3,359.02
TRANSFER AS FULL TIME					
1. Secretary (7)	Felony	$16,978.00	$12,733.00		$3,787.79
2. Receptionist/ Clerk/Secretary (6)	Misd.	$15,756.00	$11,817.00		$3,359.02

Total Salary From April 1, 1987	$142,836.00
Total Benefits	32,440.18
	$175,276.18

No request for additional travel and transportation, conferences, office supplies, law books are made at this time.

As to furniture, I will attempt to see what is available before making my request.

Contribution out of Hot Check Fund to General Fund	$500.00 per month -	$4,500.00
Transfer from Temporary Help, Line Item		10,000.00
	BALANCE NEEDED:	$160,776.18

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Missouri City for instruction of city officers by Law Enforcement Academy. (Recorded in minutes in full)

Accept forfeited vehicle to be assigned to Sheriff's Dept:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept vehicle to be assigned to Sheriff's Dept. (Recorded in minutes in full)

7. MR. STERLING MOORE, CHIEF JUVENILE PROB. OFFICER, RE: (1) REQUEST APPROVAL OF CONTRACTS FOR RESIDENTIAL PLACEMENT WITH GULF COAST TRADE CENTER & HOPE CENTER FOR YOUTH; (@) REQUEST APPROVAL OF CO5 GRANT FOR SERIOUS & REPEAT OFFENDERS PROGRAM; (3) REQUEST APPROVAL OF INTERLOCAL AGREEMENT WITH WALLER COUNTY FOR HOUSING OF JUVENILES:

Approval of contract for residential placement with Gulf Coast Trade Center & Hope Center for Youth:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve contract for residential placement with Gulf Coast Trade Center & Hope Center for Youth, as presented by Sterling Moore, Chief Juvenile Probation Officer and approve by juvenile board. (Recorded in minutes in full)

Request approval of CO5 Grant for Serious & Repeat Offenders Program:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve CO5 grant for Serious and Repeat Offenders Program. (Recorded in minutes in full)

Request approval of interlocal agreement with Waller County for housing of juveniles:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve interlocal agreement with Waller County for housing of juveniles. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF CONTRACT FOR GRANT ADMINISTRATIVE SERVICES UNDER THE TEXAS COMMUNITY DEVELOPMENT PROGRAM FOR 5TH STREET (STAFFORD) PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve contract as submitted by Bruce Spitzengel, for grant administrative services under the Texas Community Development Program for 5th St. (Stafford) project at no cost to the County. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF PROPOSAL FROM RAY BAILEY & ASSOCIATES FOR ARCHITECTURAL SERVICES FOR REPAIRS TO ROOF OF FORT BEND COUNTY COURTHOUSE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, to accept proposal with Ray Bailey Architects, Inc. to provide architectural services at an estimated cost of $18,800 for repair of the Courthouse roof at an estimated cost of $80,000.00 as presented by Richard Harper and Bill Merriman, representing Ray Bailey Architects, Inc. Funds to come from Capitol Improvement. (Recorded in minutes in full)

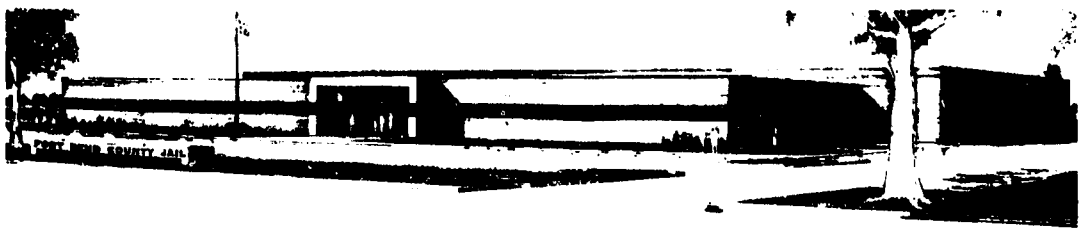
Motion withdrawn

Postponed for further study.

6/11

01536

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

March 3, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Dehham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following item be placed on the Commissioners' Court Agenda for Monday, March 9, 1987.

> Consider authorizing the County Judge to enter into an interlocal agreement between Fort Bend County and the City of Missouri City for the instruction of city officers by the Fort Bend County Law Enforcement Academy.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Larry Wagenbach, Asst.District Attorney

RESOLUTION NO. R-87-11

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS, FOR THE PURPOSE OF PROVIDING FOR THE INSTRUCTION AND TRAINING FOR CITY LAW ENFORCEMENT OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest an interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County, Texas, for the purpose of providing for instruction and training for City law enforcement officers by the Fort Bend County Law Enforcement Academy. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 16th day of February, 1987.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF MISSOURI CITY FOR THE INSTRUCTION OF CITY OFFICERS BY THE FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

This Interlocal Agreement is entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County", and the City of Missouri City, acting by and through its duly authorized governing body, hereinafter referred to as "City".

WHEREAS, the City desires to support and participate in the Fort Bend County Law Enforcement Academy; and

WHEREAS, the governing body of the City has duly authorized this Agreement; and,

WHEREAS, the County desires to assist the City in the education, training and certification of the Law Enforcement officers; and,

WHEREAS, the governing body of said County has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of the Texas Interlocal Cooperation Act, Article 4413 (32c), of Vernon's Texas Civil Statutes;

NOW THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court and the City, acting herein by and through its duly authorized governing body, as follows:

1. The County will permit law enforcement officers of the City to attend the Law Enforcement Academy of the County as students.

2. The number of officers that will attend the Law Enforcement Academy at any one time will be mutually agreed upon between the City of Missouri City and the Director of the Law Enforcement Academy of the County.

3. It is expressly agreed and understood between the parties, that under no circumstances is any law enforcement officer of the City of Missouri City to be considered an agent or employee of the Law Enforcement Academy.

4. While an officer is attending classes at the Law Enforcement Academy of the County or under the supervision of an Academy instructor, the officer will be subject to the rules and regulations established by the Academy.

5. It is expressly agreed and understood by all parties, that the Law Enforcement Academy will be paid by the City of Missouri City a portion of the yearly operating costs of the Law Enforcement Academy. This amount, as heretofore established and approved by the Law Enforcement Academy Advisory Board, and being a proportionate share of the annual operating budget based upon the number of sworn Peace Officers employed by the City of Missouri City, is as set forth in Exhibit "A" attached hereto and made a part hereof.

6. It is expressly agreed and understood by all parties, that students will be responsible for all of their own materials needed for classes, meals, laundry, and transportation to and from the Law Enforcement Academy.

7. It is expressly agreed and understood by all parties, that the instructors and director of the Law Enforcement Academy will have the sole authority to determine if the students perform adequately, and whether they are to be given credit for course work.

8. The City shall indemnify Fort Bend County, Texas, the Fort Bend County Sheriff's Department, and the Fort Bend County Law Enforcement Academy, and hold it harmless from any claim or cause of action asserted against the Law Enforcement Academy arising from accident, injury or illness to an officer of the City connected with his or her enrollment as a student at said Academy.

9. The Law Enforcement Academy further agrees to maintain the criteria for accreditation as established by the Texas Commission on Law Enforcement Officer Standards and Education.

10. It is expressly understood and agreed, that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 16th day of February, 1987, and said Agreement will automatically terminate on the 31st day of December, 1987, and must be renewed annually thereafter.

11. It is expressly understood and agreed, that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
Attention: County Judge Jodie E. Stavinoha

City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77459
Attention: David Harner

12. The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided, and performance of all obligations undertaken by this Agreement.

13. This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

14. It is expressly understood and agreed that the County will maintain records of accounting for all funds used by the Law Enforcement Academy and that these funds are restricted to expenditures related to Academy operations, and further, that the funds are carried from year to year in an account restricted to expenditures for the Law Enforcement Academy, and are not part of the County General Fund.

IN WITNESS WHEREOF, the parties hereto have cause this Interlocal Agreement to be signed and approved by the proper authority of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 9 day of March, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

By: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON
County Clerk

Gus George
GUS GEORGE
Sheriff of Fort Bend County

SIGNED on this 16th day of February, 1987, in duplicate originals by order of the City Council of the City of Missouri City.

CITY OF MISSOURI CITY

John B. Hoff
MAYOR

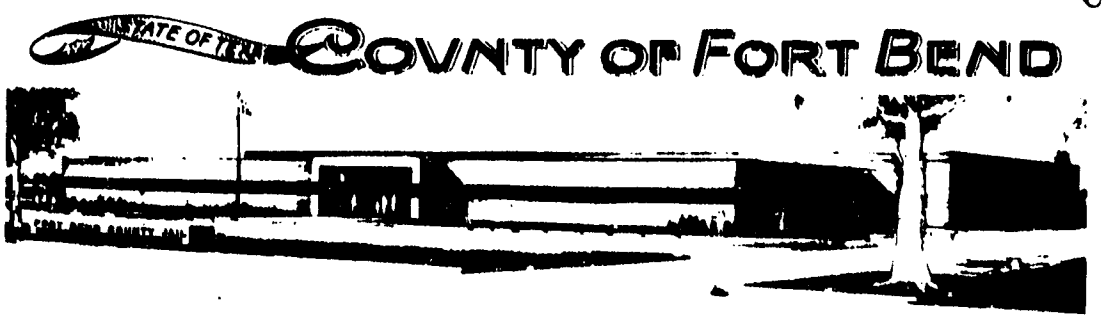
ATTEST:

Alice Church
CITY SECRETARY

L.C. Guillot
CHIEF OF POLICE
City of Missouri City

6/2

01542 0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

March 3, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, March 9, 1987.

1) Accept property to wit: a 1986 Honda Automobile, bearing VIN: 1HGBA73496A107342. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor

56-10-0143

01543

NO. 55,458

0032

THE STATE OF TEXAS	X	IN THE DISTRICT COURT
VS.	X	OF FORT BEND COUNTY, TEXAS
1986 HONDA AUTOMOBILE	X	240TH JUDICIAL DISTRICT

AGREED JUDGMENT OF FORFEITURE

BE IT REMEMBERED that on this day came on to be heard the above styled case and came the Plaintiff and the Defendant and announced in open Court that the parties hereto agree that a Judgment of Forfeiture should be entered herein.

Both parties agree that there is no lien on the car which is the subject of this suit.

The Court after considering the pleadings and the announced agreement, finds that it is to the best interest of all parties to enter the agreed Judgment.

IT IS THEREFORE CONSIDERED, ORDERED and DECREED that the 1986 Honda Automboile, bearing motor vehicle identification number 1HGBA73496A107342 owned by Francisco Tijero, Jr. which is the subject of this suit be and the same is hereby forfeited to the Fort Bend County Sheriff's Department of Fort Bend County, Texas, to be disposed pursuant to Article 4476-15, Sec. 5.08, V.A.C.S.

Costs are assessed against the party incurring same.

SIGNED this 27th day of February, 1987.

FILED

JUDGE

1987 FEB 27 AM 10: 40

DISTRICT COURT

APPROVED:

Attorney for the owner of the 1986 Honda Automobile

Rec. Vol. — Pg. —

Assistant District Attorney
Fort Bend County, Texas

STATE OF TEXAS §

COUNTY FORT BEND §

CONTRACT BETWEEN

FORT BEND COUNTY

AND

GULF COAST TRADES CENTER, INC.

The Agreement, made and entered into by and between the County of Fort Bend and the Fort Bend County Juvenile Probation Department, hereinafter referred to as "County", and Gulf Coast Trades Center, Inc., P. O. Box 515, New Waverly, Texas 77358, hereinafter referred to as "Service Agency"; and

WHEREAS, the County desires to contract with the Service Agency to provide to the County a rehabilitation and vocational training program for adjudicated juvenile offenders on probation from the County; and

WHEREAS, the parents or legal guardians of the said adjudicated juvenile offenders are indigent or without funds to pay for said adjudicated juveniles rehabilitation program, the County agrees to pay the Service Agency in said rehabilitation and vocational program; and

WHEREAS, it is intended that the purpose of said rehabilitation and vocational training program shall be to provide said adjudicated juvenile offenders from the County with an opportunity to prepare themselves in a safe and supervised environment for a successful and productive life; and

WHEREAS, the Service Agency has a safe and supervised environment to afford rehabilitation and vocational training programs for the adjudicated juvenile offenders from the County; and

WHEREAS, the Service Agency, for such purpose, agrees to provide adequate housing, food, supervision, including

but not limited to case work and counseling services, and an individualized program plan, including adequate vocational training in auto-mechanics, metal and wood work, and brick masonry; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. A. For and in consideration of the above mentioned services, the County agrees to pay the Service Agency $30.00 dollars per client per day.

B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etcetera, and that the Service Agency must retain space for the client until his return; the County will pay the Service Agency the agreed upon amount for such regularly scheduled days away from the Service Agency providing they do not exceed ten (10) days at any one time.

C. If a client makes an unauthorized departure from the Service Agency, the County shall be notified immediately.

D. The Service Agency is under no obligation to retain space for a client in unauthorized departure situations.

II. Payment is to be made monthly, or at the termination of the resident period of the client, if sooner. Claim for payment will be submitted by Service Agency no later than seven (7) days from the last day of the month for which payment is being requested.

III. A. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by the Service Agency.

B. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the youth and mutually agreed upon by the appropriate Service Agency staff and the appropriate County personnel prior to placement.

C. The IPP shall contain the reasons why the placement will benefit the client and specify behavioral goals and objectives being sought for each client. Included shall be how the goals and objectives are to be achieved in the Service Agency placement.

D. The IPP shall be reviewed jointly by the appropriate Service Agency staff and the appropriate County personnel at reasonable intervals to assess the client's progress with modification of the IPP being made when indicated.

E. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County.

F. Although these periodic reviews may occur at different intervals, depending upon each client's particular situation, at least one such review shall be accomplished each ninety (90) days during the placement period.

IV. A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this contract and to review client records at any reasonable time.

B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.

C. A progress evaluation will be forwarded to the County at the time of termination of services by the Service Agency, which will include a description of the training and benefits received by the juvenile along with an evaluation of his progress and development.

V. A. The Service Agency shall be licensed by the Texas Department of Human Resources for those programs which are under the licensing authority of the Department of Human Resources.

B. The Service Agency shall meet all other required licenses pertaining to health, fire and safety standards.

C. The Service Agency shall meet the County standards for subcontract Service Agencies.

VI. A. The Service Agency and Probation Officer shall make a reasonable attempt to seek contributions from the family to purchase clothing, personal articles and funds to assist in supporting the youth's rehabilitation. All of the aforestated contributions shall be credited to the account of the County.

VII. A. The contract may be terminated by either party by giving ten (10) days written notice to the other party hereto the intention to terminate.

B. Termination of a student's residence with the Service Agency should occur only after notifying the County of the alternate placement, and the juvenile shall not be released until the County has been given time to make adequate arrangements for the transportation of the juvenile.

VIII. A. The Referral Agency, County, agrees that it shall be liable and responsible for the client's medical and dental costs encumbered during the client's

stay at the Service Agency. The Service Agency agrees to notify the Referral Agency, County, of any unusual medical costs to be incurred.

IX. The contract period will begin on _____, 19____, and will terminate on December 31, 1987.

X. It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this agreement and cannot be modified except in writing with the agreement of all parties.

GULF COAST TRADES CENTER, INC.

By: _____
Thomas M. Buzbee
Director

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

WITNESS: Dianne Wilson
Dianne Wilson
County Clerk

stay at the Service Agency. The Service Agency agrees to notify the Referral Agency, County, of any unusual medical costs to be incurred.

IX. The contract period will begin on January 1, 19 88, and will terminate on December 31, 1988.

X. It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this agreement and cannot be modified except in writing with the agreement of all parties.

GULF COAST TRADES CENTER, INC.

By: Thomas M. Buzbee
Thomas M. Buzbee
Director

by [illegible]
ASST. Director.

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

WITNESS:
Dianne Wilson
Dianne Wilson
County Clerk

STATE OF TEXAS §

COUNTY OF FORT BEND §

CONTRACT BETWEEN

HOPE CENTER FOR YOUTH

AND

FORT BEND COUNTY

The Agreement, made and entered into by and between the County of Fort Bend and the Fort Bend County Juvenile Probation Department, hereinafter referred to as "County" and Hope Center for Youth, hereinafter referred to as "Service Agency"; and,

WHEREAS, the County desires to contract with the Service Agency to provide to the County a rehabilitation and educational program for adjudicated juvenile offenders on probation from the County; and

WHEREAS, the parents or legal guardians of the said adjudicated juvenile offenders are indigent or without funds to pay for said adjudicated juveniles rehabilitation program, the County agrees to pay the Service Agency for each adjudicated juvenile enrolled by the County in said rehabilitation and educational programs; and

WHEREAS, it is intended that the purpose of said rehabilitation and educational programs shall be to provide said adjudicated juvenile offenders from the County with an opportunity to prepare themselves in a safe and supervised environment for a successful and productive life; and

WHEREAS, the Service Agency is to provide safe and supervised rehabilitation and educational programs for the adjudicated juvenile offenders from the County; and

WHEREAS, the Service Agency, for such purpose, agrees to provide adequate housing, food, supervision, including but not limited to case work and counseling services, and an opportunity for the juveniles to obtain a public school education; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I.

A. The scope and coverage of the services to be provided by the Service Agency under this contract shall include: twenty-four hour shelter, food and supervision, emergency medical care, supplemental clothing as determined to be necessary by the Service Agency, recreation activities, and other program services as are normally rendered by the Service Agency.

B. The basis for payment for services rendered for residential placement will be on a per diem of $40.00 per day of residential care.

1. Days of care will be calculated by counting the first day the youth enters the residential placement facility and continue consecutively until the youth is formally discharged from the facility. The day of discharge will not be counted as a day of care.

2. The County agrees to reimburse the Service Agency for reasonable and necessary medical expenses incurred for youth under the auspices of the County.

3. The County does not specify the length of stay it will pay for, but does reserve the right to discontinue funding when such funds are d pleted.

4. Any other unusual expenses incurred as a result of residential placement to be charged to the County must have prior approval of the County Commissioners' Court.

5. The Service Agency agrees to issue a monthly statement to the County on the days of care and other expenses allowed in this contract for residential placement care of said youth.

6. Any payments received from the parents or managing conservators of youth in the residential placement care of the Service Agency will be credited to the County on the statement for the month in which the payment is received.

II.

This contract may be modified and/or cancelled by mutual consent; however, if such mutual consent cannot be

attained regarding cancellation, then and in that event, either party of this contract may consider it to be cancelled by the giving of notice for a thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation for breach of contract.

III.

It is expressly agreed and understood that the Service Agency is under an obligation to inform the County and make necessary arrangements for the transfer of a juvenile upon his/her discharge from the facility.

IV.

It is expressly agreed and understood that the Service Agency is required to give immediate notification to the County upon unauthorized absence by a juvenile.

V.

It is expressly agreed and understood that all educational instructors provided by the Service Agency be licensed by the Texas Education Agency to be public school instructors.

VI.

It is expressly agreed and understood by both parties that this contract will terminate on December 31, 1987, unless renewed by the County Commissioners' Court.

VII.

It is expressly agreed and understood by both parties that the County does reserve the right to discontinue funding when such funds designated for payment under this contract are depleted.

VIII.

It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this agreement and cannot be modified except in writing with the agreement of all parties.

IX.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves.

FORT BEND COUNTY, TEXAS

By Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

WITNESS:
Dianne Wilson
Dianne Wilson
County Clerk

DATE March 9, 1987

HOPE CENTER FOR YOUTH

BY David C. Winship
David C. Winship
Executive Director

DATE March 16, 1987

AS PER ORIGINAL

#7

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- ☐ NOTICE OF INTENT (OPTIONAL)
- ☐ PREAPPLICATION
- ☒ APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE Year month day 19 86 1 14

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
a. NUMBER 01554
b. DATE ASSIGNED Year month day 19

Leave Blank

0032

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: Juvenile Probation Department
c. Street/P.O. Box: 307 South Fort Street
d. City: Richmond
e. County: Fort Bend
f. State: Texas
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): Sterling Moore, Acting Chief (713) 341-4423

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6. PROGRAM (From CFDA)
a. NUMBER 8 8 . C 0 3
MULTIPLE ☐
b. TITLE Purchase of Juvenile Services

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Purchase of Juvenile Services/8

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—Special Purpose District; H—Community Action Agency; I—Higher Educational Institution; J—Indian Tribe; K—Other (Specify):
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$	00
b. APPLICANT		00
c. STATE	27,435	00
d. LOCAL		00
e. OTHER		00
f. Total	$27,435	00

13. CONGRESSIONAL DISTRICTS OF
a. APPLICANT
b. PROJECT

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE Year month day 19 88 01 01

16. PROJECT DURATION 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify):
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► Year month day 19

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
b. ADMINISTRATIVE CONTACT (IF KNOWN)
c. ADDRESS
P. O. Box 12428
Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

21. REMARKS ADDED ☐ Yes ☐ No

SECTION I—APPLICANT/RECIPIENT DATA

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.
a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____
b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 ☐
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
b. SIGNATURE: Jodie Stavinoha

SECTION III—FOR FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED Year month day 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e. DEFERRED
- ☐ f. WITHDRAWN

28. FUNDING

a. FEDERAL	$	00
b. APPLICANT		00
c. STATE		00
d. LOCAL		00
e. OTHER		00
f. TOTAL	$	00

29. ACTION DATE► Year month day 19

30. STARTING DATE Year month date 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE Year month date 19

33. REMARKS ADDED ☐ Yes ☐ No

NSN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

OMB NO. 80-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ___ No

Name of Governing Body HGAC
Priority Rating ___

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
___ Yes X No

Name of Agency or Board ___
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ___ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ___ No

Name of Approving Agency HGAC
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No

Check one: State ☐ Local ☐ Regional XX
Location of Plan 3703 W. Alabama, Houston, Tx.

Item 6.
Will the assistance requested serve a Federal installation?
___ Yes X No

Name of Federal Installation ___
Federal Population benefiting from Project ___

Item 7.
Will the assistance requested be on Federal land or installation?
___ Yes X No

Name of Federal Installation ___
Location of Federal Land ___
Percent of Project ___

Item 8.
Will the assistance requested have an impact or effect on the environment?
___ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
___ Yes X No

Number of
Individuals ___
Families ___
Businesses ___
Farms ___

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
___ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
___ Yes X No

See instructions for additional information to be provided.

OMB Approval No. 80-R0186

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 0	0	$ 0	$ 0	$ 0	$ 0	$ 0
2. 0	0	0	0	0	0	0
3. 0	0	0	0	0	0	0
4. 0	0	0	0	0	0	0
5. TOTALS		$ 0	$ 0	$ 0	$ 0	$ 0

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity (1) 88-C03	(2)	(3)	(4)	Total (5)
a. Personnel	$ 0	$ 0	$ 0	$ 0	$ 0
b. Fringe Benefits	0	0	0	0	0
c. Travel	0	0	0	0	0
d. Equipment	0	0	0	0	0
e. Supplies	0	0	0	0	0
f. Contractual	26,298.00	0	0	0	26,298.00
g. Construction	0	0	0	0	0
h. Other	0	0	0	0	0
i. Total Direct Charges	26,298.00	0	0	0	26,298.00
j. Indirect Charges	1,137.00	0	0	0	1,137.00
k. TOTALS	$ 27,435.00	$ 0	$ 0	$ 0	$27,435.00
7. Program Income	$ 0	$ 0	$ 0	$ 0	$ 0

CJD-6

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OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8	$ 0	$ 0	$ 0	$ 0
9.	0	0	0	0
10.	0	0	0	0
11.	0	0	0	0
12. TOTALS	$ 0	$ 0	$ 0	$ 0

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$ 0	$ 0	$ 0	$ 0	$ 0
14 Non-Federal	0	0	0	0	0
15. TOTAL	$ 0	$ 0	$ 0	$ 0	$ 0

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$ 0	$ 0	$ 0	$ 0
17.	0	0	0	0
18.	0	0	0	0
19.	0	0	0	0
20. TOTALS	$ 0	$ 0	$ 0	$ 0

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges: $26,298.00

22 Indirect Charges: 1,137.00

$27,435.00

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

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Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Family Counseling - Adj. Delinquents	$ 5,600.00	$	$ 5,600.00
(B) Family Counseling - Adj. Chins	$ 5,600.00	$	$ 5,600.00
(C) Ind. Counseling - Non. Adj. Delinquents	$ 4,200.00	$	$ 4,200.00
(D) Ind. Counseling - Non. Adj. Chins	$ 4,200.00	$	$ 4,200.00
(E) Emergency Shelter	$ 3,500.00	$	$ 3,500.00
(F) Other Supportive Services	$ 3,198.00	$	$ 3,198.00
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$ 26,298.00	$	$ 26,298.00

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

(A) Court Ordered Family Counseling, adjudicated delinquents
20 families, 7 hrs. @ $40.00 per hour — 5,600.00

(B) Court Ordered Family Counseling, adjudicated chins.
20 families, 7 hrs. @ $40.00 per hour — 5,600.00

(C) Individual Counseling, non-adjudicated delinquents
15 individuals, 7 hrs. @ $40.00 per hour — 4,200.00

(D) Individual Counseling, non-adjudicated chins.
15 individuals, 7 hrs. @ $40.00 per hour — 4,200.00

(E) 100 days of emergency shelter at $35.00 per day per child — 3,500.00

(F) Psychological Testing and Counseling, Psychiatric Diagnosis — 3,198.00

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$	$XXXXXXXXX	$1,137.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in Appendix B, 1987 Criminal Justice Plan for Texas, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

PART IV - PROGRAM NARRATIVE

1. OBJECTIVE AND NEED FOR THIS ASSISTANCE.

The Juvenile Probation Department provided services to approximately 1000 youth referrals during the report period January 1, 1986 through December 31, 1986 as compared to 1200 youth referrals, the previous reporting year January 1, 1985 through December 31, 1985. The date above was captured and reported quarterly on the official Juvenile Probation Reports as required by the Texas Juvenile Probation Commission. The youth referrals to this Department over the past two (2) years has added a tremendous work load to the department's small staff. The staff can not work effectively with a large number of the youth referred and are desperately in need of continuing our alternative supportive resources. Since families of youth referred have had alternatives available to them, in Fort Bend County, through the Juvenile Probation Department, many youth are diverted from the Criminal Justice System. There are no supportive community services available to Fort Bend County residents, addressing or impacting this problem, except for our present exising grant funded through H.G.A.C. that ends December 31, 1987.

2. RESULTS OR BENEFITS EXPECTED.

The purpose of this project is to provide alternative supportive services to juveniles and their families. The project proposes to provide a small percentage of the total number of families whose children or child have been referred and screened by Juvenile Probation will be seen in Family Counseling for at least seven sessions or seven hours. Family Counseling, where deemed necessary by the Department will be Court Ordered. The Family Counseling will be available to parents and siblings at the Juvenile Probation facility in Fort Bend County. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System and to provide needed supportive counseling services.

Another purpose, of this Purchase of Juvenile Service Grant, is to strive for complete compliance with Section 223(a)(12)(A) of the Juvenile Justice and Delinquency Prevention Act. We strive to meet the state's goal to deinstitutionalize all alleged or adjudicated status offenders and non-offenders from secure detention and correctional facilities within 24 hours after being taken into custody by law enforcement officials, excluding non-judicial days. Exception is allowed for status offenders who have violated a valid court order.

Fort Bend County is fortunate to have its own Juvenile Detention Center. We are in compliance with the sight and sound separation of juveniles from adults plus the removal of juveniles from adult jails.

This Criminal Justice Division grant is used entirely for the purchase of services for juveniles into: (1) emergency shelters, and (2) individual/family group counseling.

3. APPROACH

a. Statement of Tasks Involved:

A. Task - Family counseling for each of the categories of families and individuals:
(1) 20 families and children who have been adjudicated delinquent, (2) 20 families and children who have been adjudicated chins, (3) 15 children or families of non-adjudicated delinquent, and (4) 15 children or families of non-adjudicated chins.

1. Accomplishing Task - The Chief Probation Officer will recommend and be responsible for networking each child into individual or family counseling.

b. ACCOMPLISHMENTS OR GOALS.

A. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System.

B. To provide needed supportive counseling services to families in order that, siblings of adjudicated or problem children do not, themselves, become criminals.

C. Refer to Project Goal Achievements. (CJD-16)

c. DATA

As stated in Project Goal Achievenments. (CJD-16)

d. OTHER PARTICIPATING/COOPERATING ORGANIZATIONS. (Contracts attached)

Hope Center for Youth - Galveston Family Institute
Specializing in individual and family counseling

Youth Opportunity Unlimited - temporary emergency agency

PART IV - PROGRAM NARRATIVE

DIVERSION FROM CRIMINAL JUSTICE SYSTEM

5b. This project has allowed the Juvenile Probation Department to purchase services from other public and private agencies. The various eligible services were purchased in an effort to divert the delinquent youth from further involvement with the Criminal Justice System. The services purchased include: Emergency Shelter Care, Psychological Testing, Individual and Family Counseling.

The accomplishments are:

1. removal of runaways and other status offenders from secure detention;
2. removal of juveniles from adult jails;
3. rehabilitation of serious and repeat juvenile offenders;
4. emergency shelter care provided the status offender youth in a non threatening environment. The emergency shelter care is provided in lieu of detention and is made available to youth through the Department's contract with Youth Opportunities Unlimited, Inc. (YOU), a licensed facility located in Richmond, Texas.

In 1986, there were 497 status offenders referrals made to the Department, 106 were detained.

In 1986, the following services were purchased:

1. Psychological Testing and Counseling - Total purchased 47.
2. Individual Counseling - Total purchased 120.
3. Emergency Shelter Placement - Total purchased 57.
4. Status offenders and non-offenders diverted from secure detention facilities within 48 hours - Total served 96.

It is anticipated that services and emergency shelter care to the status offender and non status offender youth will continue such that recidivism among delinquents decreases.

SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. The total number of juveniles for whom some type of service was purchased. (NOTE: Count each juvenile once only, regardless of how many types of service were purchased or how many times each juvenile was seen as a new case at intake. Count the juvenile only during the month in which he began to receive services.)			
2. The total number of juveniles for whom each of the following types of services was purchased: (NOTE: Count each juvenile once only, regardless of how many times each service was purchased. Count the juvenile only during the month in which he or she began to receive services.)			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fomt Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
a. Psychiatry(by a licensed psychiatrist).			
b. Counseling(by a licensed psychologist or			
other licensed counselor):			
1. Number of court ordered family counseling			
adj. delinquents	55	20	
2. Number of court ordered family counseling			
adj. chins.	44	20	
3. Number of individual counselings, non-			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR
Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME
Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
adj. delinquents.	36	15	
4. Number of individual counselings, non-			
adj. chins.	84	15	
c. Total number of psychological tests/			
assessments.	47	15	
d. Total number of medical services provided.	0	0	
e. Total number of dental services provided.	0	0	
f. Number of emergency purchases of clothing.	0	0	

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.
2/ If exact figures are unavailable for quarter totals, provide best estimates.
3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
g. Number of emergency transportation services			
provided.	0	0	
h. Residential services:			
(1) Basic residential care.	57	100	
(2) Specialized residential care	0	0	
(3) Transitional residential care.	0	0	
(4) Therapeutic residential care.	0	0	
(5) Secure detention in another county.	0	0	

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR
Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME
Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
i. Number of families receiving parenting education	0	0	
3. Number of accused runaways/truants detained longer than 24 hours excluding weekends, holidays, and violations of valid court orders.	0	0	
4. Number of adjudicated runaways and truants detained.	0	0	
5. Number of runaways/truants detained for violation of a valid court order.	0	0	

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.
2/ If exact figures are unavailable for quarter totals, provide best estimates.
3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Purchase of Juvenile Services

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
6. Number of juveniles detained in adult jails			
longer than six hours.	0	0	
7. Number of runaways/truants detained in adult			
jails.	0	0	

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

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In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County Juvenile Probation Department

PROJECT TITLE: Purchase of Juvenile Services

Sterling Moore	Joyce Thompkins
Project Director (Type or Print)	Financial Officer (Type or Print)
Acting Chief	County Auditor
Title	Title
307 South Fort Street	County Courthouse Annex
Address (Street or P. O. Box)	Address (Street or P. O. Box)
Richmond, Texas 77469	Richmond, Texas 77469
City Zip	City Zip
(713) 341-4423	(713) 342-3411
Telephone Number	Telephone Number

Jodie Stavinoha
Authorized Official (Type or Print)

County Judge
Title

County Courthouse Annex
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Jodie E. Stavinoha, certify that:

This agency employs fewer than 50 people, therefore, the _____ (Criminal Justice Agency) is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Criminal Justice Division, Office of the Governor for total funds in excess of $25,000, therefore the Fort Bend Couny (Criminal Justice Agency) has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of Richard Sellah, Adm. Assistant, (name) County Courthouse Annex, Richmond, Texas 77469 (address, title) for review or audit by an official of the Criminal Justice Division, Office of the Governor as required by relevant laws and regulations.

PROJECT TITLE Purchase of Juvenile Services

Authorized Official (signature) _____

Date _____

Project Director (signature) Sterling Moore

Date 1-15-87

STATE OF TEXAS

COUNTY OF FORT BEND

CONTRACT BETWEEN

YOUTH OPPORTUNITIES UNLIMITED, INC.

AND

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

The Fort Bend County Juvenile Probation Department hereinafter, referred to as the Department and Youth Opportunities Unlimited, Inc., hereinafter referred to as the Contractor, do hereby make and enter into this contract, which constitues the entire agreement between the Contractor and the Department.

I.

The Department is the single county agency responsible for juvenile probation services within Fort Bend County. Since the Department wishes to purchase emergency shelter services and the Contractor desires to provide such services as described herein, the Department and the Contractor make this contract for the mutual considerations set forth below:

II.

The parties hereto mutually agree:

A. The scope and coverage of the services to be provided by the Contractor and/or subcontract agency (ies) under this contract shall include: food, twenty-four hour shelter and supervision, emergency medical care, supplemental clothing as determined to be necessary by the Contractor, recreation activities, and other program components as are determined by the Contractor.

B. The basis for payment for services rendered under this contract will be on a per diem of $35.00 per day of emergency shelter care.

1. Days of care will be calculated by counting the first day the youth enters the emergency shelter and continue consecutively until the youth is formally discharged from the emergency shelter. The day of discharge will not be counted as a day of care.
2. The Department further agrees to reimburse the Contractor for medical expenses incurred for youth under the auspices of the Department.
3. Any other unusual expenses to be charged to the Department must have prior approval of the Department.

4. The Contractor agrees to issue a montly statement to the Department of days of care and other expenses as allowed in this contract.
5. Any payments received from the parents or managing conservators of the youth in the emergency shelter will be credited to the Department on the statement for the month in which the payment is received.

III.

The Department agrees to abide by the program policies, procedures, and decisions of the Contractor regarding admission policies and daily programming in the emergency shelter.

IV.

This contract may be modified and/or cancelled by mutual consent; however, if such mutual consent cannot be attained regarding cancellation, then and in that event, either party to this contract may consider it to be cancelled by the giving of thirty (30) day notice in writing to the other party and this contract shall thereupon be cancelled upon expiration of the thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation for breach of contract.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves.

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

BY Sterling Moore
Sterling Moore
Acting Chief
Juvenile Probation Officer
DATE: 1-15-87

YOUTH OPPORTUNITIES UNLIMITED, INC.

BY Ralph Goldstaub
Ralph Goldstaub
Executive Director
DATE: 1.15.87

STATE OF TEXAS

COUNTY OF FORT BEND

CONTRACT BETWEEN

HOPE CENTER FOR YOUTH

AND

FORT BEND COUNTY JUVENILE PROBATON DEPARTMENT

The Fort Bend County Juvenile Probation Department hereinafter, referred to as the Department and Hope Center for Youth, hereinafter, referred to as Contractor, do hereby make and enter into this contract, which constitutes the entire agreement between the Contractor and the Department.

I.

The Department is the single county agency responsible for juvenile probation services within Fort Bend County. Since the Department wishes to purchase residential placement and Family Counseling and the Contractor desires to provide such services as described herein, the Department and the Contractor make this contract for the mutual considerations set forth below:

II.

The parties hereto mutually agree:
A. The basis for payment for services rendered for Family Counseling shall be $40.00 per client contact hour. The Contractor agrees that the client shall be a family or an individual.

1. The Department agrees to pay in accordance with the charges as is indicated on Attachment #1.

2. Any and all expenses incurred as a result of counseling with said families or individuals must have prior approval of the Department.

3. The Contractor agrees to issue a monthly statement to the Department of client contact hours rendered for family or individual counseling.

4. The Contractor and the Department agree to work together in all other financial and/or service matters that may be deemed necessary for clients while said clients are under the auspices of the Department.

III.

The Department agrees to abide by the program policies, procedures, and decisions of the Contractor, regarding the admission, daily programming and discharge policies of the Residential Placement Program and the Family Counseling Program as applicable to either of the above activities.

IV.

This contract may be modified and/or cancelled by mutual consent; however, if such mutual consent cannot be attained regarding cancellation, then and in that event, either party of this contract may consider it to be cancelled by the giving of thirty (30) day notice in writing to the other party and this contract shall thereupon be cancelled upon expiration of the thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation for breach of contract.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signatures and bind themselves.

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

BY Sterling Moore

Sterling Moore, Acting Chief
Juvenile Probation Officer

DATE: 1-15-87

HOPE CENTER FOR YOUTH

BY David C. Winship

David C. Winship
Executive Director

DATE: 1/22/87

ATTACHMENT #1

During the contract period the following charges shall prevail:

1. Psychotherapy (individual, family and evaluation);
   $40.00 per hour

2. Group Therapy
   $20.00 per hour

3. Family Therapy
   $40.00 per hour

4. Psychological Evaluation - Intellectual and Educational:
   $70.00 per hour

5. Consultative, court appearance, treatment planning, diagnostic conferences and other activities associated with case management, (limited to 2 hours per case);
   NO CHARGE

As above and in excess of two hours (when requested by FBCJP) one half of treatment costs.

6. Staff development, Continuing Education and scheduled training activities;
   NO CHARGE

7. Psychiatric Evaluations requested by Fort Bend County Juvenile Probation Department will be accomplished at no more than one-hundred ($100.00) per hour;
   $70.00 - $100.00 Variable

8. No shows will not be billed; and

7/(2) 01578

OMB Approval No. 0348-0006

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- ☐ NOTICE OF INTENT (OPTIONAL)
- ☐ PREAPPLICATION
- ☒ APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
- a. NUMBER
- b. DATE (Year month day): 1986 11 4

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
- a. NUMBER: 0032
- b. DATE ASSIGNED (Year month day): 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
- a. Applicant Name: Fort Bend County Juvenile
- b. Organization Unit: Probation Department
- c. Street/P.O. Box: 307 South Fort Street
- d. City: Richmond
- e. County: Fort Bend
- f. State: Texas
- g. ZIP Code: 77469
- h. Contact Person (Name & Telephone No.): Sterling Moore, Acting Chief (713) 341-4432

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

6. PROGRAM (From CFDA)
- a. NUMBER: 8 8 . C D 5
- MULTIPLE ☐
- b. TITLE: Juvenile Correction Program for Serious and Repeat Offenders

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)

Juvenile Correction Program for Serious and Repeat Offenders

8. TYPE OF APPLICANT/RECIPIENT
- A—State
- B—Interstate
- C—Substate Organization
- D—County
- E—City
- F—School District
- G—Special Purpose District
- H—Community Action Agency
- I—Higher Educational Institution
- J—Indian Tribe
- K—Other (Specify):

Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)

Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING

11. TYPE OF ASSISTANCE
- A—Basic Grant
- B—Supplemental Grant
- C—Loan
- D—Insurance
- E—Other

Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	39,295 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 39,295 .00

13. CONGRESSIONAL DISTRICTS OF:
- a. APPLICANT
- b. PROJECT

14. TYPE OF APPLICATION
- A—New
- B—Renewal
- C—Revision
- D—Continuation
- E—Augmentation

Enter appropriate letter: A

15. PROJECT START DATE (Year month day): 1988 01 01

16. PROJECT DURATION: 12 Months

17. TYPE OF CHANGE (For 14c or 14e)
- A—Increase Dollars
- B—Decrease Dollars
- C—Increase Duration
- D—Decrease Duration
- E—Cancellation
- F—Other (Specify):

Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19

19. FEDERAL AGENCY TO RECEIVE REQUEST: Criminal Justice Division

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE)

b. ADMINISTRATIVE CONTACT (IF KNOWN)

c. ADDRESS
P. O. Box 12428
Austin, Texas 78711

21. REMARKS ADDED ☐ Yes ☐ No

SECTION I—APPLICANT/RECIPIENT DATA

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT►

To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE _____

b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 ☐
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23. CERTIFYING REPRESENTATIVE
- a. TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
- b. SIGNATURE: Jodie E. Stavinoha

SECTION III—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- ☐ a. AWARDED
- ☐ b. REJECTED
- ☐ c. RETURNED FOR AMENDMENT
- ☐ d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- ☐ e. DEFERRED
- ☐ f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE► (Year month day) 19

30. STARTING DATE (Year month date) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month date) 19

33. REMARKS ADDED ☐ Yes ☐ No

OMB NO. 09-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ___ No

Name of Governing Body H.G.A.C.
Priority Rating ___

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
___ Yes X No

Name of Agency or Board ___
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ___ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ___ No

Name of Approving Agency H.G.A.C.
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan 3705 W. Alabama, Houston, Tx.

Item 6.
Will the assistance requested serve a Federal installation?
___ Yes X No

Name of Federal Installation ___
Federal Population benefiting from Project ___

Item 7.
Will the assistance requested be on Federal land or installation?
___ Yes X No

Name of Federal Installation ___
Location of Federal Land ___
Percent of Project ___

Item 8.
Will the assistance requested have an impact or effect on the environment?
___ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
___ Yes X No

Number of:
Individuals ___
Families ___
Businesses ___
Farms ___

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
___ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
___ Yes X No

See instructions for additional information to be provided.

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity (1) 88-C05	(2)	(3)	(4)	Total (5)
a. Personnel	$ 0	$ 0	$ 0	$ 0	$ 0
b. Fringe Benefits	0	0	0	0	0
c. Travel	0	0	0	0	0
d. Equipment	0	0	0	0	0
e. Supplies	0	0	0	0	0
f. Contractual	$37,800	0	0	0	$37,800
g. Construction	0	0	0	0	0
h. Other	0	0	0	0	0
i. Total Direct Charges	$37,800	0	0	0	$37,800
j. Indirect Charges	1,495	0	0	0	1,495
k. TOTALS	$ 39,295	$ 0	$ 0	$ 0	$ 39,295
7. Program Income	$ 0	$ 0	$ 0	$ 0	$ 0

CJD-6

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OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8	$ 0	$ 0	$ 0	$ 0
9.	0	0	0	0
10.	0	0	0	0
11.	0	0	0	0
12. TOTALS	$ 0	$ 0	$ 0	$ 0

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$ 0	$ 0	$ 0	$ 0	$ 0
14 Non-Federal	0	0	0	0	0
15. TOTAL	$ 0	$ 0	$ 0	$ 0	$ 0

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$ 0	$ 0	$ 0	$ 0
17.	0	0	0	0
18.	0	0	0	0
19.	0	0	0	0
20. TOTALS	$	$	$	$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges: $37,800.00

22 Indirect Charges: 1,495.00

$39,295.00

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

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Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Residential Placement Adj. Del.	$	$	$ 10,800
(B) Residential Placement Non-Adj. Del.	$	$	$ 5,400
(C) Residential Placement Adj. Del.	$	$	$ 14,400
(D) Residential Placement Non-Adj. Del.	$	$	$ 7,200
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$ 37,800.00

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

(A)	Court Ordered Residential Placement for (2) two/ Adjudicated Delinquent (6 months each) for Gulf Coast Trades Center.	$10,800
(B)	Residential Placement for Non-Adjudicated Delinquent (1) one for (6) months for Gulf Coast Trades Center.	5,400
(C)	Residential Placement for Adjudicated Del. (2) two at 6 months each for Hope Center.	14,400
(D)	Residential Placement for (1) one Non-Adjudicated Del. for 6 months for Hope Center.	7,200
		$37,800.00

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$	$XXXXXXXXX	$1,495.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in Appendix B, 1987 Criminal Justice Plan for Texas, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR
Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME
Fort Bend County
Juvenile Probation Dept.

307 South Fort Street
Richmond, Texas 77469

PHONE (713) 341-4432

Project Title Juvenile Correction Program for Serious and Repeat Offenders

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. Court ordered adj. delinquent	0	2	
2. Court ordered adj. chins.	0	2	
3. Non-adjudicated delinquent	0	1	
4. Non-adjudicated chins.	0	1	
5. Capacity of program(number of beds for residential programs and maximum case-load for nonresidential programs).			
6. Average daily population in program			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.
2/ If exact figures are unavailable for quarter totals, provide best estimates.
3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

PHONE (713) 341-4432

Project Title Juvenile Correction Program for Serious and Repeat Offenders

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
during the report period.			
7. Number of juveniles placed in program			
by court order.			
8. Juvenile re-arrested while in the program.			
9. Classification of behavior after			
completing program(Final Report Only).			
a. School Attendance:			
(1) Number with worse attendance.			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.
2/ If exact figures are unavailable for quarter totals, provide best estimates.
3/ Report cumulative totals for the final report in this column.

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SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Juvenile Correction Program for Serious and Repeat Offenders

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
(2) Number with no significant change.			
(3) Number with significant improvement			
(at least 25% reduction in truancy)			
b. School performance:			
(1) Number with worse attendance.			
(2) Number with no significant change.			
(3) Number with significant improvement			
(at least 25% improvement in academic performance).			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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AS PER ORIGINAL

SECTION I

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

PHONE (713) 341-4432

Project Title Juvenile Correction Program

for Serious and Repeat Offenders

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
c. Attituede:			
(1) Number with worse attitude.			
(2) Number with no significant change.			
(3) Number with significant improvement			
(marked improvement according to			
staff, school, and family).			
d. Alcohol/drug abuse:			
(1) Number with worse abuse.			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

01587

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SECTION I

AS PER ORIGINAL

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

PHONE (713) 341-4432

Project Title Juvenile Correction Program

for Serious and Repeat Offenders

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
(2) Number with no significant change.			
(3) Number with significant improvement			
(at least 25% reduction in abuse).			
e. Behavior (i.e., number of re-referrals or			
arrests):			
(1) Number with worse behavior.[1]			
(2) Number with no significant change.			
(3) Number with significant improvement.			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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SECTION I

AS PER ORIGINAL

FOR CJD USE ONLY

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

Sterling Moore
Acting Chief

1. Grant Number

GRANTEE NAME

Fort Bend County
Juvenile Probation
307 South Fort Street
Richmond, Texas 77469

Project Title Juvenile Correction Program

for Serious and Repeat Offenders

PHONE (713) 341-4432

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
f. Other(please specify).			

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

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PART IV - PROGRAM NARRATIVE

1. OBJECTIVE AND NEED FOR THIS ASSISTANCE.

Fort Bend County Juvenile Probation Department provided services to approximately 1,000 youth referrals during the report period January 1 through December 31, 1986. We have been pleased with our overall reductions in Texas Youth Commission referrals, although it has been very stressful to handle such a high caseload with such small staff.

Previously, we have been able to decrease our commitments due to our (C03 Grant) through H.G.A.C. The up coming year of 1988 has resulted in cutbacks in our Juvenile Services Program and we will no longer be able to provide residential placement for our repeat offenders.

Fort Bend County Juvenile Probation is striving to keep our TYC committment rate declining as it has for the last (2) two years, a realistic and tangible goal. Without residential placement and with this County being in a vast population boom, it would be virtually impossible to combat this problem without placement monies being generated after our existing grant funded through H.G.A.C. ends December 31, 1987.

2. RESULTS OR BENEFITS EXPECTED.

The purpose to of this project is to provide alternate residential placement for repeat offenders. This project purposes to provide structured residential placement for repeat offenders, about adjudicated delinquents and non-adjudicated delinquent offenders in Fort Bend County, in an attempt to network children back to adolescent functioning.

The residential placement will increase direct supervision and treat serious and repeat offenders. The contract programs are programs that have received state accreditation for sucessfully working with repeat offenders.

This project will have specific target groups of juveniles who have been adjudicated delinquent and have a history of (3) three or more arrest for delinquent offenses as defined in 51.03 of the Texas Family Code.

All juveniles will be screened by the Chief Juvenile Probation Officer and placed in the program by the Juvenile Courts.

This Criminal Justice Division Grant will be used entirely for the purchase of residential placement for serious and repeat offenders.

3. APPROACH.

a. Statement of Tasks Involved:

A. Task - Residential placement for (1) two (2) adjudicated delinquent, court ordered placements for 6 months each at Gulf Coast Trades Center; (2) one (1) residential placement for non-adjudicated delinquent for 6 months at Gulf Coast Trades Center; (3) residential placement for adjudicated delinquent for two (2) at 6 months each at Hope Center, and (4) residential placement for (1) one non-adjudicated delinquent for 6 months at Hope Center.

1. Accomplishing Task - The Chief Probation Officer will recommend and be responsible for networking each child into residential placement.

b. ACCOMPLISHMENTS OR GOALS.

A. The primary objective of this project is to divert repeat offenders from the Criminal Justice System by providing alternate residential placement in lieu of the Texas Youth Commission.

B. To provide needed supportive residential services to try and detour children from becoming deeper involved in the correction process.

C. Refer to Project Goal Achievements. (CJD-16)

c. DATA

As stated in Project Goal Achievements. (CJD-16)

d. OTHER PARTICIPATING/COOPERATING ORGANIZATIONS. (Contracts attached)

Hope Center for Youth - Galveston Family Institute
Specializing in individual and family counseling

Gulf Coast Trades Center - New Waverly, Texas

AS PER ORIGINAL

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PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

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DESIGNATION OF GRANT OFFICIALS

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County Juvenile Probation Dept.

PROJECT TITLE: Repeat & Serious Offenders' Program (C05)

Sterling Moore
Project Director (Type or Print)

Acting Chief
Title

307 South Fort St.
Address (Street or P. O. Box)

Richmond, Tx. 77469
City Zip

(713) 341-4423
Telephone Number

Joyce Thompkins
Financial Officer (Type or Print)

Auditor
Title

Ft. Bend Co. Courthouse
Address (Street or P. O. Box)

Richmond, Tx. 77469
City Zip

(713) 342-3411
Telephone Number

Jodie Stavinoha
Authorized Official (Type or Print)

Ft. Bend Co. Judge
Title

Ft. Bend Co. Courthouse
Address (Street or P. O. Box)

Richmond, Tx. 77469
City Zip

(713) 342-3411
Telephone Number

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EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Jodie E. Stavinoha, certify that:

This agency employs fewer than 50 people, therefore, the _____ (Criminal Justice Agency) is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Criminal Justice Division, Office of the Governor for total funds in excess of $25,000, therefore the Fort Bend Couny (Criminal Justice Agency) has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E and that it is on file in the office of Richard Sellah, Adm. Assistant, (name) County Courthouse Annex, Richmond, Texas 77469 (address, title) for review or audit by an official of the Criminal Justice Division, Office of the Governor as required by relevant laws and regulations.

PROJECT TITLE Juvenile Correction Program for Serious & Repeat Offenders

Jodie Stavinoha
Authorized Official (signature)

Sterling Moore
Project Director (signature)

Date

1-15-87
Date

PROJECT SUMMARY

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(1) APPLICANT Fort Bend County Juvenile Probation Department

(2) PROJECT TITLE: Juvenile Correction Programs for Serious & Repeat Offenders

(3) FUNDING YEAR 1 2 3 4 5 EXEMPT ONE-TIME ONLY (Circle one) 0032

(4) LOCAL PRIORITY: #____ of ____ NO LOCAL PRIORITY ____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2)

The Ft. Bend Juvenile Probation Department provided services to approximately 1,000 youth referrals during the report January 1 through December 31, 1986. Due to cutbacks in our CO3 Grant Purchase of Juvenile Services, we have no alternatives for residential placement. Previously our T.Y.C. committment rate has declined by 40%, but without alternate placement availability, this problem could escalate.

B. Describe project activities (Rating questions #3, #4)

The purpose of this project is to provide alternate residential placement for repeat offenders. This project purposes to provide structured residential treatment for both adjudicated and non-adjudicated delinquents in Ft. Bend County, in an attempt to network children back to proper adolescent functioning.

C. List project goals and anticipated results (Rating question #5)

1. The primary objective of this project is to divert repeat offenders from the Criminal Justice System by providing alternate residential placement in lieu of the Texas Youth Commission.

2. To provide needed supportive residential services to try and detour children from becoming deeper involved in the

ATTACHMENT #1

During the contract period the following charges shall prevail:

1. Residential program placement cost per child per day.

   $30.00 - Gulf Coast Trades Center

   $40.00 - Hope Center for Youth

2. NO SHOWS WITHOUT PRIOR CANCELLATION WILL BE BILLED.

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THE STATE OF TEXAS :

COUNTY OF FORT BEND :

AS PER ORIGINAL

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF WALLER

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Waller, hereinafter referred to as "Waller".

WHEREAS, Waller desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Waller has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Waller in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Waller mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be $55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Waller monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Waller to Fort Bend within (30) days of receipt of same.

2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.

3. All cost of transportation shall be paid by the transferring agency and/or Waller, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with Waller being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.

5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the respnsibility of Waller (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.

7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from Waller being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Waller upon ten (10) hours notice.

10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.

11. It is understood and agreed that this agreement may be terminated by either party at any time.

12. It is understood and agreed that this agreement automatically terminates on December 31, 1987.

SIGNED this 2 day of Feb., 1987.

THE COUNTY OF WALLER, TEXAS

Freddie R. Zach

~~County Judge~~

Freddie R. Zach, Presiding Officer

ATTEST:

Elva D. Mathis

Elva D. Mathis, County Clerk

SIGNED this 9 day of March, 1987.

THE COUNTY OF FORT BEND, TEXAS

Judie E. Stavinoha

JUDIE STAVINOHA, County Judge

ATTEST:

Dianne Wilson

DIANNE WILSON, County Clerk

AS PER ORIGINAL

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND :

ADMINISTRATIVE CONSULTANT SERVICES

THIS AGREEMENT, MADE THIS 16th DAY OF March, 1987 BY AND BETWEEN THE COUNTY OF FORT BEND, Texas, hereinafter referred to as the Client, and BRUCE J. SPITZENGEL, Fort Bend County, Sugar Land, Texas, hereinafter referred to as the Consultant.

WITNESS THAT:

I. SCOPE OF SERVICES

A. Consultant agrees to render Client the professional grant administrative services for Clients 1986 Texas Community Development Program - Community Development Project Fund as provided in the provisions titled, "Scope of Services" and attached hereto and incorporated by reference herein.

II. TIME OF PERFORMANCE

A. The time of services of Consultant shall commence upon contract approval. In any event, all services required and performed hereunder shall be completed within either 600 calendar days or project close-out whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

A. For and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed Twenty-four Thousand and no cents Dollars, ($24,000.00), in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices. The fee schedule shall be based upon two methods of payments as stated here less a five percent (5%) retainage as follows:

B. This fee schedule in the amount of $11,940.00 shall be based upon specific actions having been completed, as follows:

1. Environmental Clearance Letter received by Client from the Texas Department of Community Affairs (TDCA).	$3,000.00
2. Client and TDCA Approval of Contract Amendment to incorporate George Foundation Assistance.	$3,000.00
3. Plans Submitted to Texas Health Department.	$1,000.00
4. Texas Health Department Approves Plans.	$1,000.00
5. Bids Requested for Project.	$1,000.00
6. Contract Awarded by Client for Water Activities.	$1,000.00
7. Service Applications & Temporary Easements Completed.	$1,940.00

C. This fee schedule in the amount of $12,060.00 shall be based upon the percentage of funds disbursed by Client of the Grant amount of $400,000.00 to be used as the basis for this schedule, as follows:

Disbursements Percent	Amount	Fee	Disbursements Percent	Amount	Fee
10.0%	$ 40,000	$1,340.00	60.0%	$240,000	$1,340.00
20.0%	$ 80,000	$1,340.00	70.0%	$280,000	$1,340.00
30.0%	$120,000	$1,340.00	80.0%	$320,000	$1,340.00
40.0%	$160,000	$1,340.00	90.0%	$360,000	$1,340.00
50.0%	$200,000	$1,340.00			

D. The retainage of $1,200.00 shall be due upon completion of contracted construction of the Water Facilities activity.

IV. COMPLIANCE WITH LOCAL LAWS

A. The Consultant shall comply with all applicable laws, ordinances and codes of the State of Texas and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

V. TERMINATION

A. If either party shall fail to keep any of the agreements herein by him to be kept, or to make any payments by him to be made, the other party may, by giving the party in default, written notice, cancel and terminate this Agreement as and from the expiration of FIVE (5) DAYS of receipt of said notice. In the event of termination, Client agrees to pay Consultant the pro rated monthly fee for the month of termination in accordance with the schedule set forth in Paragraph II., hereof. It is specifically agreed and understood by the parties hereto that, in the event of breach of contract, Client reserves and preserves unto itself any and all remedies, administrative, legal or equitable as may accrue to it either under the terms of this Agreement or the laws of the State of Texas or of the United States.

VI. CHANGES

A. The Client may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.

VII. ASSIGNABILITY

A. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client thereto: Provided, however, that claims for money by the Consultant from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client.

VIII. RECORDS AND AUDIT

A. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Client to assure proper accounting. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained by Consultant for three years after the expiration of this Contract unless permission to destroy them is granted by the Client.

IX. MISCELLANEOUS PROVISIONS

A. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

B. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this Agreement.

C. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X. TERMS AND CONDITIONS

A. This Agreement is subject to the provisions titled, "Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

BRUCE J. SPITZENGEL, CONSULTANT
2906 DEER CREEK DRIVE
SUGAR LAND, TEXAS 77478

BY: Bruce J. Spitzengel
BRUCE J. SPITZENGEL

COUNTY OF FORT BEND
COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

BY: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

BY: Dianne Wilson
COUNTY CLERK

CONTRACT FOR

ADMINISTRATIVE CONSULTANT SERVICES

PART II - TERMS AND CONDITIONS

1. PERSONNEL. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

3. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

4. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

5. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Consultant's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of the paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Client's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Client's Department of Housing and Urban Development, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

6. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

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8. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract uless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Depart- ment issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

AS PER ORIGINAL

9. SECTION 503 HANDICAPPED (IF $25,000 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

10. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Client and no other public official of Client, who excerises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

12. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CONTRACT FOR

ADMINISTRATIVE CONSULTANT SERVICES

PART III - SCOPE OF SERVICES

1. Financial/Program Management

A. Provide continuous updating of the Program files consisiting of all necessary information and documentation that Texas Department of Community Affairs (TDCA) shall require for monitoring purposes as stated in the Texas Community Development Program (TCDP) - Project Implementation Manual (PIM) and as same is revised, updated or added to during the term of this Program.

B. Prepare for Client's review and authorization State of Texas Purchase Voucher (Comptroller's Form 3806-1.01), Request for Advance or Reimbursement (TDCA Form 270), and Request Summary (TCDP Form 0983) forms to drawdown grant funds for payment of eligible Program expenses.

C. Advise, assist and prepare any Program/Budget amendments as deemed necessary during the term of this Agreement.

D. Upon request, act as liaison between Client and TDCA, U. S. Department of Housing and Urban Development, and any other State or Federal agency involved with this Program.

E. Assist Client in accounting procedures to insure that all expenditures are authorized in the approved budget and do not exceed the total budget amount; that Client maintains internal control; maintains document files and records; and, review cash status.

F. Prepare for Client's review and approval a Quarterly Progress Report which summarizes the Program's implementation progress by budget category and identifies any problems or additional efforts or benefits that have occurred that were unanticipated.

G. Assist Client with on site monitoring visits by representatives of the State to (a) review that administrative procedures have been developed and are in place; (b) review administrative procedures and to compare project progress with the approved budget and schedule; and, (c) review all aspects of the project from general program performance to compliance monitoring.

2. Labor Standards

A. Assist Client in maintaining compliance of labor standards as required under the following Acts:

(a) Davis-Bacon and Related Acts (40 U.S.C. 276(a)-7).
(b) Copeland "Anti-Kickback" Act (18 U.S.C. 874).
(c) Fair Labor Standards Act of 1938, as amended (29 U.S.C., 201, et. seq.).
(d) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333).

B. Act as Client's Labor Standards Compliance Officer to maintain compliance with TCDP labor standards requirements.

C. Assist Client in the compliance with TDCA - PIM - Labor Standards as stated in the PIM.

3. Equal Employment Opportunity Requirements

A. Assist Client in maintaining compliance with equal employment opportunity requirements under the following Acts and Executive Orders, both State and Federal:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).
(b) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601).
(c) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
(d) Section 109 of the Housing and Urban Development Act of 1974, as amended (42 U.S.C. 5309).
(e) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101).
(f) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
(g) Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151) and Section 502 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 792).
(h) Equal Employment Opportunity (E.O. 11246, September 24, 1965).
(i) Equal Opportunity in Housing (E.O. 11063, as amended by E.O. 12259).
(j) Article 5186a and 51903 of the Texas Revised Civil Statutes - Goals for awarding contracts to small and minority businesses.
(k) Executive Order MW-8 - which established goals for item (j).

B. Assist Client in maintaining the Equal Opportunity compliance files as stated in the TCDP - PIM.

C. Prepare for Client's review and approval a Quarterly Minority Business Report regarding Client's subcontracts that are in excess of $10,000.

4. Public Facilities Improvement Contracting Procedures

A. Assist and advise Client and consulting engineer in the maintenance and compliance of applicable Federal and State Acts and regulation pertinent to the award and construction of public facility projects funded under this Program.

B. Assist Client and consulting engineer in maintaining compliance with contracting procedures as required under the following Acts:

(a) Texas Uniform Grant and Contract Management Act of 1981.
(b) Vernon Texas Civil Statutes (VTCS) Article 2368a.
(c) VTCS Article 2367a.
(d) VTCS Article 5160.

C. Assist Client in the compliance with the TDCA - PIM Construction Contract Checklist as stated in PIM.

5. Housing Rehabilitation

A. Assist Client in establishing local program guidelines, including but not limited to the following items: (a) program purpose; (b) designated authority; (c) use of escrow accounts; (d) recipient eligibility requirements; (e) allowable rehabilitation expenses; (f) property standards; (g) maximum assistance amounts; (h) assitance options; and, (i) recipient application procedures.

0032

6. Program Audit/Closeout

A. Assist Client in completing the following Program audit/closeout procedures:

(a) Preparation of a Project Completion Report.
(b) Final monitoring visit by TDCA staff.
(c) Arrangements for the Final Fiscal/Compliance Audit.
(d) Completion of Final Close-Out Certifications.

12 February 1987

AS PER ORIGINAL

The Honorable Jodie Stavinoha
Fort Bend County Judge
Post Office Box 368
Richmond, Texas 77469

Judge Stavinoha, we are happy to submit this proposal for architectural services for repairs to the roof of the Fort Bend County Courthouse. It reflects the increased construction administration services required by the nature of the repair work and requested by the County. For the purposes of this proposal, Ray Bailey Architects, Inc. is identified as RBAI, and Fort Bend County is identified as the Owner. This proposal supplements and supercedes our agreement of 19 November 1986.

A. SCOPE OF WORK

Based on the Fort Bend County Courthouse Roof investigation, dated 13 January 1987 and prepared by RBAI, RBAI will prepare construction documents, bidding and construction administration services related to repairs to the roof of the Fort Bend County Courthouse.

B. BASIC SERVICES

Phase III - Construction Documents

Based on the recommendations of the investigation, RBAI will prepare construction documents describing the requirements for repairs to the roof.

Phase IV - Bidding

RBAI will assist the Owner in receiving and evaluating bids from qualified roofers and in preparing contracts for construction.

Phase V - Construction Administration

During construction, RBAI will visit the site as appropriate to the stage of construction, review work for compliance with contract documents, review shop

drawings and submittals, and prepare appropriate administrative documents. Because of the critical importance of each item of repair work, more extensive construction administration services than normal are anticipated. RBAI is planning three (3) site visits per week during the course of construction, which is estimated to be three (3) months.
or more as required

C. ADDITIONAL SERVICES

Additional Services shall include any work that is not identified in this proposal or that is requested beyond the scope of this proposal. Additional services will require the Owner's approval.

D. ENGINEERING SERVICES

Mr. Ross Seline, whose expertise was utilized in preparation of the Fort Bend County Roof investigation, will be retained as necessary as a roofing consultant. Mr. Seline will review the construction documents and submittals during construction as required. No other engineering or consultant services are anticipated or provided in this proposal. Should these be required, the services and related fees will be approved in advance by the Owner.

E. PROJECT SCHEDULE

RBAI will work with the Owner to establish a schedule which meets the requirements of the project. A preliminary schedule is indicated for your review. It is understood that both RBAI and the Owner and his representatives will make timely decisions as a team so that the schedule can be met.

Phases	Anticipated Completion
Phase III	15 April 1987
Phase IV	15 May 1987
Phase V	1 September 1987

F. ARCHITECTURAL FEE

Fees for Phases III and IV will be based on hourly rates to a maximum fee of $8,500.00. Fees for Phase V will be based on hourly rates and are estimated to be $9,300.00, based on an estimated construction period of three months.

Consultant services of Ross Seline will be billed at direct cost to a maximum fee of $1,000.00.

Reimbursable expenses are not included in the fee. All reimbursable expenses and consultant fees are billed at direct cost.

Hourly rates for partners are $85.00 per hour. Partners are Ray Bailey, FAIA, William H. Merriman, and Ray Leiker. Staff rates range from $25.00 to $75.00 per hour. These rates are based on 2.75 times Direct Personnel Expenses (DPE).

G. REIMBURSABLE EXPENSES

Reimbursable expenses, billed at direct cost, will include all reproduction costs, long distance phone calls, postage, and delivery, required by the project.

H. PAYMENT

Billings for Basic Services and Additional Services shall be billed to the Owner on or before the tenth (10th) day of the month, and all sums so billed by the tenth (10th) day of the month shall be due and payable on or before the twenty-fifth (25th) day of that month.

Owner shall notify Architect of any disagreement with billings, including, but not limited to, any failure of the Architect to perform services in accordance with the contract within the billing period.

01615
AS PER ORIGINAL
0032

I. OWNER'S RESPONSIBILITY

Owner shall identify RBAI as architect in all press releases regarding the project.

J. AGREEMENTS AND CONTRACT

This proposal will serve as a letter of agreement for initiating the work. Final contract form will be AIA B141, "Standard Form of Agreement Between Architect and Owner," as mutually agreed.

We look forward to continuing the strong relationship we have with Fort Bend County. If this proposal meets with your approval, please sign both copies and return the original to this office.

With best wishes,

William H. Merriman, AIA
Vice President

WHM:mim

ACCEPTANCE:

FORT BEND COUNTY, TEXAS

By: _____

Date: _____

RAY BAILEY ARCHITECTS, INC.

By: _____
Ray Bailey, FAIA
President

Date: _____

10. APPROVE SOFTWARE LICENSE AGREEMENT FOR ELECTIONS PROGRAM WITH AMERICAN INFORMATION SYSTEMS INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve software license agreement for election program with American Information Systems Inc. as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF PAYMENTS IN THE AMOUNT OF $3,360 TO STREET/PETERS CONSTRUCTION AND $26.88 TO CHRIS DISTEFANO FOR COMPLETION OF PRECINCT 1 MAINTENANCE FACILITY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve payment in the amount of $3,360 to Street/Peters Construction and $26.88 to Chris DiStefano for completion of Precinct 1 maintenance facility. (Recorded in minutes in full)

12. ACCEPT BID AND APPROVE CONTRACT BETWEEN OWNER & CONTRACTOR FOR BUILDINGS "C" & "D" AT PRECINCT 1 MAINTENANCE FACILITY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid and approve contract for buildings "C" & "D" at Precinct 1 maintenance facility from Drymalla Construction, totaling $129,500.00 as presented by Keith Lester, representing Chris DiStefano Architects, Inc. (Recorded in minutes in full)

13. CONSIDER PURCHASE OF PROPERTY FOR PRECINCT 2 FACILITY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept earnest money contract of $1,000 to purchase 1.72 acres and improvements located at 2725 FM 521 from Hammock Oil Tool, Co.in the amount of $130,000, for Precinct 2 office and maintenance facility. Funds to come from Precinct 2 budget, to be paid in two or more installments with $50,000 to be paid at closing. (Recorded in minutes in full)

14. CONSIDER ABANDONMENT OF A PORTION OF LAKE DRIVE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize abandonment of a portion of Lake Drive in Precinct 3 with 75 ft. of easement, plus cash for additional acreage, to be given to Fort Bend County, as presented by Mike Balog, Attorney representing landowners.

15. CONSIDER RESOLUTION OF COMMISSIONERS COURT REQUESTING THE STATE LEGISLATURE TO CREATE THE OFFICE OF COUNTY ATTORNEY FOR FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve RESOLUTION requesting the State Legislature to create the Office of County Attorney for Fort Bend County to take office JANUARY 1, 1989. (Recorded in minutes in full)

Sam Dick, District Attorney requested approval of resolution.

16. 10:00 A.M. - HOLD PUBLIC HEARING FOR REPLAT OF WEST OAKS VILLAGE, SECTION 1 IN PRECINCT 3:

Nick Ozuna, representing the developer discussed the purpose of the replat.

PETERS
CONSTRUCTION CO., INC.
P.O. BOX 218949
HOUSTON, TEXAS 77218-1949
(713) 578-7595

11

61617

AS PER ORIGINAL

0032

February 18, 1987

Fort Bend Country Commissioners Court
Fort Bend County Courthouse
Richmond, Texas 77469

ATTN: Mr. Jodie Stavinoha

INVOICE 2230

RE: Fort Bend County
Precinct One Maintenance Facility
Crabb, Texas

To invoice for the following:

Balance due on the above referenced project
See application # 10 & 11 submitted previously. $3,360.00

Thank you.

Sandra Palmer

RECEIVED
FEB 20 1987
COUNTY JUDGE

12/1

STORAGE BUILDING PRECINCT #1 MAINTENANCE FACILITY, CRABB, TEXAS

COMPANY	BID PRICE	BID SECURITY SUBMITTED
DRYMALLA	$129,500.00	5% BID BOND
L. ARNOLD CONSTRUCTION	$131,440.00	CASHIERS CHECK
ED MEYERS BLDG. CO.	$136,600.00	5% BID BOND
HARROP CONSTRUCTION CO.	$141,900.00	5% BID BOND
ROBERTSON INTEREST, INC.	$183,186.42	CASHIERS CHECK

AS PER ORIGINAL

01618

AN APPRAISAL OF
OFFICE/WAREHOUSE FACILITIES
ON 1.72 ACRES OF LAND
2725 FM 521, FRESNO, TEXAS

PREPARED FOR
HONORABLE BEN DENHAM, COUNTY COMMISSIONER
PRECINCT 2
FORT BEND COUNTY, TEXAS
ARCOLA, TEXAS

APPRAISED BY
JOSEPH B. BENES & ASSOCIATES
1000 AUSTIN, SUITE A
RICHMOND, TX 77469

MARCH 3, 1987

Joseph B. Benes & Associates

Real Estate Appraisers & Consultants

Joseph B. Benes, SRA
Phone (713) 342-5762
Pearland Office
Phone (713) 485-6027

Member of:
Society of Real Estate Appraisers
Fort Bend Board of Realtors

March 9, 1987

Hon. Ben Denham, County Commissioner
400 1/2 Koen Drive
Arcola, Texas

RE: Appraisal of Office/Warehouse Facilities on 1.72 acres of land and improvements located at 2725 FM 521, Fresno, Texas.

Dear Mr. Denham:

In accordance with your request, I have made an appraisal of the property legally described as:

> A 1.72 acre tract of land out of a 9.4955 acre tract of land in the Manuel Escalero Survey, Abstract 169, Fort Bend County, Texas.

The purpose of this appraisal is to estimate the market value of the subject property. Market value is defined as, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus."

After completing an analysis of the property as reflected in the attached report, it is our opinion that the market value of said property as of March 3, 1987 is:

ONE HUNDRED FIFTY THOUSAND DOLLARS
($150,000)

Your attention is now directed to the accompanying report which shows all data gathered and the analyses made in arriving at the above estimate of value.

Please call if I can be of further assistance to you in this matter.

Sincerely,

Joseph B. Benes, SRA
Real Estate Appraiser and Consultant

1000 Austin, Suite A
P.O. Drawer 1050
Richmond, TX 77469

2405 S. Grand Blvd.
Pearland, TX 77581

RESOLUTION OF COMMISSIONERS' COURT
REQUESTING THE STATE LEGISLATURE TO CREATE THE
OFFICE OF COUNTY ATTORNEY FOR FORT BEND COUNTY

On this 9th day of March, 1987, 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 Lutts, seconded by Commissioner Pressley, duly put and carried:

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has found that public need and necessity require that the elected office of County Attorney 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 necessary legislation to create the office of County Attorney for the said County in the current legislative year, to a be effective beginning January 1, 1989;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners' Court of Fort Bend County, Texas, does hereby request that the Texas Legislature create the elected office of County Attorney for Fort Bend County, Texas, in the current legislative year, and the said office be established to conduct business starting January 1, 1989.

PASSED AND APPROVED this the 9th day of March, 1987.

FORT BEND COUNTY COMMISSIONERS' COURT

BY: Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge
Fort Bend County, Texas

ATTEST:
Diane Wilson
Diane Wilson, County Clerk

PROPOSED LEGISLATION
FOR
COUNTY ATTORNEY OF FORT BEND COUNTY

SECTION 1: The office of County Attorney of Fort Bend County is created effective January 1, 1989, and said County Attorney of Fort Bend County shall possess all the qualifications, take the oath and give the bond required by the laws of this State of other County Attorneys.

SECTION 2: There shall be elected by the qualified electors of Fort Bend County at the general election in 1988, and at the general election every four years thereafter, an attorney for said County who shall be styled the County Attorney of Fort Bend County, and who shall hold office for a period of four years and until his successor is elected and qualified.

SECTION 3: It shall be the primary duty of the County Attorney or his assistant to represent the State of Texas, Fort Bend County and the officials of such County in all civil matters pending before the courts of Fort Bend County and any other courts where the State of Texas, Fort Bend County and the officials of such county have matters pending. It is understood that the County Attorney will represent the State of Texas, Fort Bend County and the officials of such County in such civil matters as is now required by law of Criminal District Attorney, and the County Attorney shall represent the Fort Bend County Drainage District and perform any and all other duties imposed by law.

A. The County Attorney has all the powers, duties and privileges in Fort Bend County relating to civil commitment matters under the Mental Health Code for and in behalf of the state that are conferred on County Attorneys in the various counties.

B. The County Attorney shall not have any powers, duties and privileges in Fort Bend County relating to family law matters, including but not limited to Children's Protective Services, URESA and Protective Orders.

C. The County Attorney shall not have any powers, duties and privileges in Fort Bend County relating to criminal matters for and in behalf of the State, and all civil matters directly relating thereto (e.g. bond forfeitures through judgment except collections thereon and Article 4476-15, Control Substance Act forfeitures.

SECTION 4: The County Attorney of Fort Bend County shall be commissioned in accordance with the law and he shall receive such annual salary as may be provided by general law.

SECTION 5: The Assistant County Attorneys of Fort Bend County, when appointed, shall take the constitutional oath of office and are authorized to perform any and all duties developing upon the County Attorney of Fort Bend County and may exercise any power and perform any duty conferred by law upon the County Attorney of Fort Bend County.

SECTION 6: The Commissioners' Court shall have authority from time to time to authorize the appointment of assistants, investigators and secretaries as said Commissioners' Court shall deem necessary to the efficient operation of the office of County Attorney. The salaries of the County Attorney and such assistants, investigators and secretaries, as well as the operating expenses of the office, shall be paid out of County funds.

Stanley Kucherka, County Engineer discussed the corrections required prior to approval of the replat.

No public opposition.

17. CONSIDER INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY, FORT BEND COUNTY DRAINAGE DISTRICT AND LAMAR C.I.S.D.:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreements between Fort Bend County, Fort Bend County Drainage District and Lamar C.I.S.D. (Recorded in minutes in full)

18. CONSIDER APPROVAL OF RESOLUTION ON ACQUISITION OF RIGHT-OF-WAY ON FLAT BANK CREEK FROM HIGHWAY 6 TO THE BRAZOS RIVER:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve RESOLUTION on acquisition of right-of-way on Flat Bank Creek from Highway 6 to the Brazos River as presented by Stanley Kucherka. (Recorded in minutes in full)

19. CONSIDER APPROVAL OF AGREEMENT WITH HOUSTON LIGHTING & POWER CO. FOR UTILIZATION OF THEIR EASEMENT FOR PARKING ADJACENT TO COUNTY LIBRARY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement subject to lease fee being no more than $1.00 per year.

20. TRANSFER A PORTION OF YEAR-ENDING BALANCE FROM PRECINCT 3 CAPITAL IMPROVEMENTS FUND FOR COMPLETION OF PRECINCT 3 FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to transfer $75,000.00 of year-ending balance from Precinct 3 into Capital Improvements Fund for completion of Precinct 3 facility.

21. CONSIDER APPLICATIONS FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG & CROSSING COW CREEK RD. IN PRECINCT 2 & CROSSING SAWMILL RD. IN PRCT. 1:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit applications from Fort Bend Telephone Co. to lay cable along & crossing Cow Creek Rd. in Precinct 2 & crossing Sawmill Rd. in Precinct 1. (Recorded in minutes in full)

22. DISCUSS AND TAKE ACTION AS RECOMMENDED BY POLICIES & PROCEDURES COMMITTEE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following changes to the Fort Bend County Employee Information Manual as follows: (Recorded in minutes in full)

Page 8 to read:

From; Comp. time will not be paid and will terminate if employment ceases.

All presently earned compensatory time will expire after a six month period.

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the Lamar Consolidated Independent School District, hereinafter referred to as "School".

WHEREAS, the School desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of the School;

WHEREAS, the governing body of the School has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the School in the maintenance, repair and construction of drainage within the corporate limits of said School;

WHEREAS, the governing body of said Drainage District has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the Drainage District and School mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of the School upon written notice by the Superintendent of Schools to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Superintendent of Schools shall set forth the following:

   a. Describe in detail the drainage the School desires the Drainage District's assistance in and describe in detail the work the School desires the Drainage District to perform.

b. The approximate time the School desires the Drainage District to commence and the approximate time the School desires the Drainage District to complete the work.

c. That the School has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.

d. The School agrees to pay for any and all materials used by the Drainage District pertaining to the request.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the School, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the School, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.

5. The School 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 School harmless and indemnify the School from all costs incurred.

6. The School 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.

AS PER ORIGINAL

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 7, 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 19th day of February, 1987.

Lamar Consolidated Independent School District

Chairman of Trustees

ATTEST:

Secretary

SIGNED this 9 day of March, 1987.

County of Fort Bend

County Judge

ATTEST:

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Lamar Consolidated Independent School District, hereinafter referred to as "District".

WHEREAS County and District entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the District and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986, and,

WHEREAS, the governing body of the District has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and District for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminated on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this _____ day of _____, 19____.

By: _____
CHAIRMAN OF TRUSTEES

ATTEST:

_____
SECRETARY

SIGNED this 9 day of March, 1987.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

RESOLUTION OF COMMISSIONERS' COURT

ACQUISITION OF PROPERTY BY EMINENT DOMAIN

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 9TH day of MARCH, 198__, at a regular 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 DENHAM, seconded by Commissioner PRESSLEY, and duly put and carried:

RESOLUTION

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has reviewed and 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, dredging, deepening, and maintaining of an additional drainage easement Flatbank Creek, Fort Bend County, Texas; and

WHEREAS, the Commissioners' Court has reviewed the need for additional drainage easements and facilities on Flatbank Creek, Fort Bend County, Texas; and

WHEREAS, Fort Bend County and the owner of the lands and improvements have been unable to agree upon the value of the land or the damages, if any:

ORDER

NOW, THEREFORE, BE IT RESOLVED, it is ordered and decreed that a public necessity exists for the accomplishment of additional drainage easements to be located on Flatbank Creek, Fort Bend County, Texas: that the public necessity requires the acquisition by donation, purchase, condemnation or otherwise of the land and improvements, if any, located in, to, upon, over, and across described in the field note description attached hereto and any and all permanent improvements thereupon situated, if any; that the Fort Bend County Engineering Department is authorized to obtain appraisals, surveys, title information and/or any other necessary or appropriate items, to secure by donation, if possible, and/or to make an official offer of a special amount for the purchase of the fee simple interest in the above stated easement which is not now owned by Fort Bend County, Texas; that the District Attorney is, and is hereby authorized to file or cause to be filed, proceedings in eminent domain and to acquire thereby fee simple interest for said purpose in each of said tracts which cannot be acquired as aforesaid by donation or purchase; that the Fort Bend County Engineering Department, District Attorney, the County Clerk, the County Auditor, and the County Treasurer be and they are hereby authorized and directed to perform any and all necessary acts within their respective spheres of official duties towards the final acquisition of each and all of the tracts of land, or interest therein, together with the improvements, if any, thereon, within the alignment of the said project on Flatbank Creek, Fort Bend County, Texas, and the payment of compensation therefore.

R. G. SCHINDLER (97 ACRE TRACT)

The District shall have an additional 90' of easement parallel and adjacent to each side of an existing 120' easement (described in Volume 333, Page 234 of the Fort Bend County Deed Records) and parallel to the centerline of Flatbank Creek as described to-wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 1,750' East of Grantor's Southwesterly property corner), located in the Moses Shipman Survey, Abstract 86 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 550') to intersect Grantor's Northerly property line (at a point approximately 1,700 feet East of Grantor's Northwesterly property corner).

R. G. SCHINDLER (564 ACRE TRACT)

The District shall have an additional 110' of easement parallel and adjacent to each side of an existing 100' easement (described in Volume 333, Page 174 of the Fort Bend County Deed Records) and along the centerline of Flatbank Creek as described to-wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 4,400' East of Grantor's Southwesterly property corner), located in the Moses Shipman Survey, Abstract 86 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 5,000') to intersect Grantor's Northerly property line (at a point approximately 5,800 feet East of Grantor's Northwesterly property corner).

R. G. SCHINDLER (608 ACRE TRACT)

The District shall have an easement 270 feet in width being 135' parallel and adjacent to both sides of the line described to-wit:

Beginning at the point of confluence between Flatbank Creek and the Brazos River, located in the Thos. Barnett Survey, Abstract 7, of Fort Bend County, Texas;

Thence upstream along the various meanders of the centerline of said creek, 5,100' to a point. From this point upstream, the District shall have a 320' easement, being 160' parallel and adjacent to both sides of the line described as follows;

Thence continue upstream along the various meanders of the centerline of Flatbank Creek (approximately 3,300 feet) to intersect Grantor's Northerly property line (at a point approximately 8,900' East of Grantor's Northwesterly property corner).

JERABECK (25 ACRE TRACT)

The District shall have an additional 110' of easement parallel and adjacent to each side of an existing 100' easement (described in Volume 333, Page 236 of the Fort Bend County Deed Records) and parallel to the centerline of Flatbank Creek as described to-wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 1,700' East of Grantor's Southwesterly property corner), located in the Moses Shipman Survey, Abstract 86 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 800') to intersect Grantor's Northerly property line (at a point approximately 1,100 feet East of Grantor's Northwesterly property corner).

ANDERSON (323 ACRE TRACT)

The District shall have an additional 90' of easement parallel and adjacent to each side of an existing 120' easement (described in Volume 333, Page 232 of the Fort Bend County Deed Records) and parallel to the centerline of Flatbank Creek as described to-wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 3,400' West of Grantor's Southeasterly property corner), located in the Moses Shipman Survey, Abstract 86 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 3,400') to intersect Grantor's Northerly property line (at a point approximately 4,445 feet East of Grantor's Northwesterly property corner).

ANDERSON (208 ACRE TRACT)

The District shall have an additional 92.5' of easement parallel and adjacent to each side of an existing 115' easement (described in Volume 333, Page 184 of the Fort Bend County Deed Records) and parallel to the centerline of Flatbank Creek as described to-wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 4,445' East of Grantor's Southwesterly property corner), located in the Elijah Roark Survey, Abstract 77 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 2,500') to intersect Grantor's Northerly property line (at a point approximately 3,600 feet East of Grantor's Northwesterly property corner).

R.T. Herrin (160.8 acre tract)

The District shall have an additional 90' of easement parallel and adjacent to each side of an existing 120' easement (described in Volume 333, Page 230 of the Fort Bend County Deed Records) and along the centerline of Flatbank Creek as described to wit:

Beginning at the intersection of the centerline of Flatbank Creek and the Southerly boundary line of Grantor's tract (approximately 711 feet West of Grantor's Southeasterly property corner), located in the Elijah Roark Survey, Abstract 77 of Fort Bend County, Texas;

Thence upstream along the centerline of Flatbank Creek (approximately 1400')to intersect Grantor's Northerly property line (at a point approximately 556 feet West of Grantor's Northeasterly property corner).

21
01637

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 9th. day of March, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated February 26, 1987, permit no. 80803 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 3/10/87

AS PER ORIGINAL Appl. # 80803 C1638

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

March 4, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

AS PER ORIGINAL

01639

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80803

Formal notice is hereby given that Fort Bend Telephone Co., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Cow Creek	2154' from FM 1462	60'	X			

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Cow Creek	13' from FM 1462	2154' from FM 1462	2141'
Cow Creek	2154' from FM 1462	7929' from FM 1462	5775'

General Description

Beginning at a point 13' south from the southwest intersection of FM 1462 and Cow Creek Rd. on the west R.O.W. line. Thence, proceeding 2,141' south at 5' from the west R.O.W. line. Thence, boring under to the east R.O.W. line. Thence, proceeding 5,381' south at 5' from the east R.O.W. line to a curve in said road. Thence, proceeding 358' east at 5' from the north R.O.W. line. Thence, proceeding 36' south at 5' from the east R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: February 26, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-392-9701

21
01640

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 9th. day of March, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated February 19, 1986, permit no. 80802 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucera
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 3/10/87

Appl. # 80802 01641

0032

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, Texas.

AS PER ORIGINAL

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

February 24, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01642

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80802

Formal notice is hereby given that Fort Bend Telephone Co., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

AS PER ORIGINAL

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sawmill	2710' from FM 762	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

General Description

Beginning at a point 2,710' west of the intersection of FM 762 and Sawmill Road on the south R.O.W. line and boring under to the north R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: February 19, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-392-9701

To: Compensatory time shall be granted to salaried non exempt employees by the Department Head for overtime hours; worked at a rate of 1½ hours compensatory time for each hour of overtime worked and prior approval, etc.....

Page 22 to read:

From: Auditor's Office

To: Treasurer's Office

Page 24 to read:

From: eight members

To: eleven members
the Animal Control, the Juvenile Probation, and the Library.

Also add to the Fort Bend Employee Information Manual the following:

In special cases where timely claim for such is made and purely at the judicial discretion of the Commissioners Court, said Court reserves the right to extend regular sick leave benefits provided in the County of Fort Bend Employee Information Manual on a case by case evaluation.

23. CONSIDER GRANTING EXTENSION OF SICK LEAVE FOR COUNTY EMPLOYEE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, to extend sick leave benefits up to 6 months for Linda Urbanek, Administrative Assistant to Commissioner Precinct 1.

Motion withdrawn.

Moved by Commissioner PUstka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to extend sick leave benefits for 30 days from February 21 to March 21 for Linda Urbanek, Administrative Assistant to Commissioner Precinct 1.

RECESS:

Commissioners' Court recessed at 12:05 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

24. DISCUSS AND TAKE ACTION ON PROPOSED CHANGES CONCERNING CLASSIFICATION AND COMPENSATION STUDY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts voting no, it is ordered to approve a 9 step classification & compensation program with no increase in salaries in 1987 as presented by Richard Selleh, Personnel Director. (Recorded in minutes in full)

25. RECORD COUNTY EMPLOYEE SALARY REPORT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to record the County Employee Salary Report that reflects salaries as of March 9, 1987. (Recorded in in minutes in full)

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Officer
P. O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

February 19, 1987

Dear Members of Commissioners Court:

Recommended changes to the Fort Bend County Employee Information Manual:

On page 8 we changed the compensatory time under the Work Week to conform with Federal Law.

The paragraph reads. "Compensatory time shall be granted to salaried employees by the Department Head for overtime hours, and prior approval, regulation, and control of this item is left to the Department Head. There will be no compensatory time accrued for Department Heads. Comp time will not be paid and will terminate if employment ceases. It is recommended that all compensatory time be used within 30 days of the date it is earned. There shall be no negative compensatory time allowed. All presently earned compensatory time will expire after a six month period."

The changed paragraph is now part of paragraph one and the changes are underlined. "Compensatory time shall be granted to salaried <u>non exempt</u> employees by the Department Head for overtime hours, <u>worked at a rate of 1½ hours compensatory time for each hour of overtime worked</u> and prior approval, regulation and control of this item is left to the Department Head. There will be no compensatory time accrued for Department Heads."

"It is recommended that all compensatory time be used within 30 days of the date it is earned. There shall be no negative compensatory time allowed."

The sentence stating: "Comp time will not be paid and will terminate if employment ceases, "has been taken out." It is now Federal Law that we must pay any comp time earned after April 15, 1986 when an non exempt employee terminates.

On page 22 we made the following changes: The word notify was mis-spelled and everywhere the word Auditor appears it has been changed to Treasurer.

On page 24 under Defensive Driving several changes were made. Where it said the committee is composed of eight members it has been changed to eleven members. In the third sentence the word from was mis-spelled. At the end of paragraph one the following departments have been added: Animal Control, Juvenile Probation and Library.

On page 26A where we have our Complaint Procedure we changed the word Complaint to Grievance throughout the page.

Sincerely,

Richard Selleh

Richard Selleh
Administrative Coordinator/
Personnel Director

RS:pm

WORK WEEK

AS PER ORIGINAL

OLD

01645

0032

All full time employees should work a minimum of forty hours each week.

County offices within the Courthouse will normally be open from 8:00 A.M. to 5:00 P.M. daily. It is recommended that all offices with three or more employees will remain open between the hours of 8:00 A.M. to 5:00 P.M. and no office will be left unattended during office hours or during coffee breaks. Adjustments to these hours of operation may be made by the Department Head in order to better serve the public. Offices may have to stagger lunch periods to stay open during the noon hour.

Each Department Head will determine the number of hours their employees will work for the compensation the employee is to receive. No overtime hours will be paid by Fort Bend County to employees who are on a salary basis.

Compensatory time shall be granted to salaried employees by the Department Head for overtime hours; and prior approval, regulation, and control of this item is left to the Department Head. There will be no compensatory time accrued for Department Heads. Comp time will not be paid and will terminate if employment ceases.

It is recommended that all compensatory time be used within 30 days of the date it is earned. There shall be no negative compensatory time allowed. All presently earned compensatory time will expire after a six month period.

The following overtime rules and regulations of Fort Bend County are hereby established effective October 14, 1985:

1. Only the following County employees will be considered exempt from the Fair Labor Standards Act:

   a. ELECTED OFFICIALS

      1.) Who is not subject to civel service AND

      2.) Who

         A.) Holds a public elective office of the political subdivision OR

         B.) Is selected by the elected official to be a member of the official's personal staff OR

         C.) Is appointed by the elected official to serve on a policymaking level OR

         D.) Is an immediate advisor to the elected official regarding constitutional or legal powers of the office

All full time employees should work a minimum of forty hours each week. County offices within the Courthouse will normally be open from 8:00 A.M. to 5:00 P.M. daily. It is recommended that all offices with three or more employees will remain open between the hours of 8:00 A.M. to 5:00 P.M. and no office will be left unattended during office hours or during coffee breaks. Adjustments to these hours of operation may be made by the Department Head in order to better serve the public. Offices may have to stagger lunch periods to stay open during the noon hour. Each Department Head will determine the number of hours their employees will work for the compensation the employee is to receive. No overtime hours will be paid by Fort Bend County to employees who are on a salary basis. Compensatory time shall be granted to salaried non exempt employees by the Department Head for overtime hours; worked at a rate of 1½ hours compensatory time for each hour of overtime worked and prior approval, regulation, and control of this item is left to the Department Head. There will be no compensatory time accrued for Department Heads.

It is recommended that all compensatory time be used within 30 days of the date it is earned. There shall be no negative compensatory time allowed.

The following overtime rules and regulations of Fort Bend County are hereby established effective October 14, 1985:

1. Only the following County employees will be considered exempt from the Fair Labor Standards Act:

   A. ELECTED OFFICIALS

      1). Who is not subject to civil service AND

      2). Who

         A) Holds a public elective office of the political subdivision OR

         B) Is selected by the elected official to be a member of the official's personal staff OR

         C) Is appointed by the elected official to serve on a policymaking level OR

         D) Is an immediate advisor to the elected official regarding constitutional or legal powers of the office

2. In the case of an emergency. An emergency is something that cannot be budgeted for. Examples are illness or auto accident. The County Judge makes all determinations on emergencies so if you have a problem contact his office.

3. You terminate your employment with the county.

On terminations and emergencies it takes about six weeks to get your check. First the Judge's Office has to notify the Auditor's Office. The Auditor's Office notifies the plans Administrator, PEBSCO, in Columbus, Ohio. PEBSCO, then cuts the check on their next computer cycle and returns it to our Auditors Office. The Auditor's Office will then notify you to come in and pick up your check.

If you withdraw your money from your account, it will become taxable in that year.

For additional information on Deferred Compensation please contact the Fort Bend County Personnel Department.

NEW

AS PER ORIGINAL

01648
0032

DEFERRED COMPENSATION

2. In the case of an emergency. An emergency is something that cannot be budgeted for. Examples are illness or auto accident. The County Judge makes all determinations on emergencies so if you have a problem contact his office.

3. You terminate your employment with the County.

On terminations and emergencies it takes about six weeks to get your check. First the Judge's Office has to notify the Treasurer's Office. The Treasurer's Office notifies the plans Administrator, PEBSCO, in Columbus, Ohio. PEBSCO, then cuts the check on their next computer cycle and returns it to our Treasurer's Office. The Treasurer's Office will then notify you to come in and pick up your check. If you withdraw your money from your account, it will become taxable in that year.

For additional information on Deferred Compensation, please contact the Fort Bend County Personnel Department.

DEFENSIVE DRIVING

In 1979, the Commisisoner's Court of Fort Bend County formed a county safety committee at the recommendation of the County insurance company. The safety committee is composed of eight members. The eight members are one person form each of the four commissioners offices, the drainage district, the sheriff's department, the ambulance department, and the administrative coordinator.

The safety commitee organized a defensive driving course for all county employees and their families. The course is usually taught once a month in the conference room at the Emergency Medical Service training room. It is an eight hour course and is usually taught in two four hour segments on consecutive days. The course is free for all county employees. The cost for each family member is two dollars.

The insurance company and Commissioner's Court recommends that all employees who drive county vehicles take the course. All other employees may take the course with the permission of his/her department head.

If you would like to enroll someone in Defensive Driving Course call Dawn Weber at 342-7359.

AS PER ORIGINAL
NEW

01650

0032

DEFENSIVE DRIVING

In 1979, the Commissioner's Court of Fort Bend County formed a county safety committee at the recommendation of the County insurance company. The safety committee is composed of eleven members. The eleven members are one person from each of the four Commissioners Offices, the Drainage District, the Sheriff's Department, the Ambulance Department, the Administrative Coordinator, the Animal Control, the Juvenile Probation, and the Library.

The safety committee organized a defensive driving course for all county employees and their families. The course is usually taught once a month in the conference room at the Emergency Medical Service training room. It is an eight hour course and is usually taught in two four hour segments on consecutive days. The course is free for all county employees. The cost for each family member is two dollars. The insurance company and Commissioner's Court recommends that all employees who drive county vehicles take the course. All other employees may take the course with the permission of his/her department head. If you would like to enroll someone in Defensive Driving Course call Dawn Weber at 342-7359.

01651
#22

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

AS PER ORIGINAL

March 6, 1987

Dear Member of Commissioners Court:

The Policy and Procedure Committee met yesterday morning the 5th of March and recommends the following change to the Fort Bend County Employee Information Manual.

Sincerely

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend COunty

In special cases where timely claim for such is made and purely at the judicial discretion of the Commissioners Court, said Court reserves the right to extend regular sick leave benefits provided in the County of Fort Bend Employee Information Manual on a case by case evaluation.

PAYEMP

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

(25)

0001 COUNTY JUDGE

TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CHAPMAN, SHARON ANN	748.73	SALARIED
LANDRY, NORMA JEAN	978.34	SALARIED
STAVINOHA, JODIE EDWARD	1,807.69	SALARIED

01653
0032

TOTAL-EMPS = 0003

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0002 COUNTY CLERK TUE, MAR 10, 1987, 8:35 AM

01654

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PATRICIA A	527.00	SALARIED
BARRERA, MARIA C	527.00	SALARIED
BENOIT, GLENDA	597.00	SALARIED
BOETTCHER, CAROL JEAN	527.00	SALARIED
BURNS, LORINE ELSA	.00	SALARIED
CARSON, MARY E	638.00	SALARIED
CORTEZ, LINDA ANN	527.00	SALARIED
DAVIS, SHIRLEY ANN	748.50	SALARIED
DE LUNA, CYNTHIA ANN	527.00	SALARIED
DUSEK, KAREN	527.00	SALARIED
EASLEY, JAN SMELKER	638.00	SALARIED
FULGHAM, BETTY	527.00	SALARIED
GURECKY, DEBBIE JEAN	527.00	SALARIED
HENRY, CATHY L	527.00	SALARIED
HERNANDEZ, CYNTHIA INEZ	527.00	SALARIED
JANCZAK, SANDRA	527.00	SALARIED
KNIGHT, SANDRA	527.00	SALARIED
KOSLER, ELIDA	679.00	SALARIED
KUBECZKA, PATRICIA	527.00	SALARIED
LOESCH, ELSIE FAY	527.00	SALARIED
LOFTON, LISA	527.00	SALARIED
LOYA, EVA	527.00	SALARIED
MAINES, JANE	719.00	SALARIED
MARSHALL, MARY N	527.00	SALARIED
MASSEY, ERNEST W	1,081.19	SALARIED
MESSINA, DANA SHARON	527.00	SALARIED
MILLER, RITA LYNETTE	638.00	SALARIED
NAWARA, GLADYS MAE	597.00	SALARIED
RANDOLPH, PAULINE F	638.00	SALARIED
ROSENBAUM, GLADYS	527.00	SALARIED
SANTA CRUZ, ORALIA JAMIE	527.00	SALARIED
SEGURA, ANABELIA	527.00	SALARIED
STAVINOHA, JOAN	527.00	SALARIED
STEGEMILLER, DARLEN	527.00	SALARIED
STOUT, ALICE FAYE	527.00	SALARIED
VASQUEZ, YOLANDA ANN	597.00	SALARIED
WILSON, DIANNE	1,538.46	SALARIED
WOLF, DORIS G	880.00	SALARIED

TOTAL-EMPS = 0038

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0003 TAX ASSESSOR/COLLECTOR TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BONN, JAN L.	808.00	SALARIED
BOURG, LYDIA C	845.00	SALARIED
BREWER, DORA E	540.00	SALARIED
CASTILLO, ELIZABETH	431.54	SALARIED
CLARK, SUSIE LEE	431.54	SALARIED
DEAN, CYNTHIA M	431.54	SALARIED
DESHAZO, JULIE M	618.00	SALARIED
GAINES, MARSHA P	1,538.47	SALARIED
GARCIA, DOROTHY G	527.00	SALARIED
GARNER, LAURA L.	597.00	SALARIED
GILBERT, BARBARA	527.00	SALARIED
GRANT, BRENDA S	527.00	SALARIED
HANZELKA, SHIRLEY AGNES	584.16	SALARIED
HARMS, JUDITH A	797.00	SALARIED
HARRIS, VERONICA	527.00	SALARIED
KOVAR, KELLY SUE	527.00	SALARIED
LEAL, BEATRICE	527.00	SALARIED
MACHA, SHARON ANN	527.00	SALARIED
MARTINEZ, ALICIA G.	432.00	SALARIED
MEUTH, CHARLOTTE ANN	415.38	SALARIED
ORSAK, LAURIE ANN	431.54	SALARIED
ORSAK, MARJORIE	570.00	SALARIED
PAGE, VICKY D	415.38	SALARIED
RICHTER, LILLIE L	642.00	SALARIED
RIVERA, TRINY	638.00	SALARIED
RODRIGUEZ, MARY H	527.00	SALARIED
RYCHLIK, ROSEMARY	431.54	SALARIED
SALINAS, DIANA	600.00	SALARIED
SAPP, PATRICIA ANN	527.00	SALARIED
SOPCHAK, TAMMEY LEE	527.00	SALARIED
THOMAS, ARTHERINE C	415.38	SALARIED
VELEZ, YOLANDA G	431.54	SALARIED
VIERGUTZ, CAROL JEAN	.00	SALARIED
WEEKS, YVONNE A	597.00	SALARIED
WILKE, POLLY O'DELL	527.00	SALARIED
WILLIAMS, MARY FRANCES	452.00	SALARIED
WITTNEBEN, PAMELA K	925.00	SALARIED

TOTAL-EMPS = 0037

01655

0032

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0004 DISTRICT CLERK TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BACA, DOROTHY J	835.52	SALARIED
BRIDGES, BILLYE J	646.15	SALARIED
BRINKMEYER, CHARLENE	679.00	SALARIED
EICHER, LYDIA T	922.69	SALARIED
KETELERS, GLORY H	1,461.54	SALARIED
LASKOSKIE, BEKKI LIN	527.00	SALARIED
MALY, JUDY A	415.38	SALARIED
MARSH, WILMA JEAN	527.00	SALARIED
MORALES, REBECCA L	527.00	SALARIED
MOUNCE, BILLIE A	527.00	SALARIED
PRIHODA, ANNETTE ZWAHR	425.00	SALARIED
RINER, KAREN	450.00	SALARIED
SCHELLBERG, BARBARA JEAN	784.23	SALARIED
SNYDER, MARY ANN	527.00	SALARIED
WILE, JANICE SUE	527.00	SALARIED
WISHERT, CHARLOTTIE B	527.00	SALARIED
ZOMALT, MAXINE	597.00	SALARIED

TOTAL-EMPS = 0017

01656

0032

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0005 COUNTY AUDITOR TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DAVIS, KIM	713.46	SALARIED
GRAYLESS, ROBERT N	1,346.15	SALARIED
HANCOCK, MARY M	838.65	SALARIED
HARPER, MATTHEW E	766.54	SALARIED
JANKOWSKI, JOSEPHINE	812.12	SALARIED
LEWIS, R.E.	1,269.23	SALARIED
LIVELY, WILLIAM WHITTY	673.46	SALARIED
MONCADA, DOLORES	812.12	SALARIED
OBERHOFF, MILDRED	874.04	SALARIED
POTTER, MICHALENE ANN	606.00	SALARIED
POWERS, DIANE	657.70	SALARIED
TOMPKINS, JOYCE	1,538.47	SALARIED

01657

0032

TOTAL-EMPS = 0012

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0006 COUNTY TREASURER TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HYDE, MARIAN GALE	665.50	SALARIED
HYNSON, KATHY K	1,461.54	SALARIED
LINDSEY, BEVERLY ANN	455.00	SALARIED
PHILIPS, ROBERTA R	982.61	SALARIED
SURY, MARGARET ANN	715.38	SALARIED
WHITLOW, MARY HELEN	540.75	SALARIED

01658

0032

TOTAL-EMPS = 0006

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0007 ADM. COORD./PERSONNEL DIRECTOR TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BRADY, CYNTHIA ANN	527.00	SALARIED
KUCERA, SANDRA ANN	663.56	SALARIED
MIKESKA, PHYLLIS KAY	638.00	SALARIED
SELLEH, RICHARD HAMPIL	1,164.69	SALARIED

01659

0032

TOTAL-EMPS = 0004

EMPLOYEE SALARY REPORT

0006 BUILDING MAINTENANCE TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BERAN, GEORGE J	970.35	SALARIED
FRINGER, RANDY	720.14	SALARIED
GUEST, JAMES W	700.71	SALARIED
MOORE, JACK WESLEY	828.40	SALARIED
SALINAS, FRANK D	420.00	SALARIED

TOTAL-EMPS = 0005

01660

0032

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0009 JUVENILE DETENTION CENTER TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLACK, JAMES ARTHUR	778.31	SALARIED
FOX, DE ANN	778.31	SALARIED
GALVAN, IRIS	778.31	SALARIED
GIBSON, OGDEN LARUE	807.13	SALARIED
HAMILTON, AUBREY	778.31	SALARIED
JOHNSON, KATHY E	741.25	SALARIED
MONK, STEVEN DOUGLAS	1,068.38	SALARIED
PALACIOS, LUPE R JR	719.66	SALARIED

01661

0032

TOTAL-EMPS = 0008

PAYEMP FORT BEND COUNTY AS PER ORIGINAL PAGE 0010

EMPLOYEE SALARY REPORT

0010 240TH. DISTRICT COURT TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE	
BRADLEY, GLORIA WEST	1,046.96	SALARIED	01662
DAVIS, SHERRY DAWN	1,443.03	SALARIED	0032

TOTAL-EMPS = 0002

EMPLOYEE SALARY REPORT

0011 268TH DISTRICT COURT TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MEAUX, EDWARD JOSEPH	1,452.26	SALARIED
MONK, DEBORAH N	891.35	SALARIED

TOTAL-EMPS = 0002

01663

0032

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0012 DISTRICT ATTORNEY TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
AVILA, LINDA JANE	659.44	SALARIED
BEST, BRYAN KIRBY	1,274.78	SALARIED
BEZECNY, DIANA J	760.62	SALARIED
BREEN, TERENCE J	1,234.05	SALARIED
CARDENAS, IRMA JOYCE	.00	SALARIED
CARDENAS, SANDRA	623.29	SALARIED
CLARK, DEBORAH HATHAWAY	679.00	SALARIED
DANCER, JOYCE	659.44	SALARIED
DELATORRE, ELIZABETH R.	568.33	SALARIED
DICK, SAM W	379.24	SALARIED
DOBSON, BARBARA JEAN	719.00	SALARIED
FOLLIS, WILLIAM	1,785.71	SALARIED
FUNKHOUSER, DOROTHY M	719.00	SALARIED
GALVAN, ROSE MARY	1,141.74	SALARIED
GONZALEZ, RALPH L	1,528.93	SALARIED
GREGORY, HOLMAN CARTWRIGHT	1,098.20	SALARIED
HEALEY, JOHN F JR	1,395.87	SALARIED
MARKECH, DENISE DARLENE	1,108.50	SALARIED
MUTCHLER, ALLEN JOHN	1,129.00	SALARIED
NORD, MARILYN J	679.00	SALARIED
OBERHOLTZER, DAVID M	1,176.00	SALARIED
PRICE, MARK E.	1,133.00	SALARIED
PUBCHARA, SILVIA V	1,108.50	SALARIED
SMITH, SUSAN LEA	1,141.74	SALARIED
STAVINOHA, SHERRY	200.00	SALARIED
WAGENBACH, LARRY D.	1,663.85	SALARIED
WITTEN, LECRECIA ANN	527.00	SALARIED

TOTAL-EMPS = 0027

C1664

0032

EMPLOYEE SALARY REPORT

0013 328TH. FAMILY DISTRICT COURT TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
RAMIREZ, ESTHER	915.11	SALARIED
THOMPSON, SYLVIA DENICE	1,307.69	SALARIED
VALIKONIS, STEVEN WILLIAM	1,980.76	SALARIED

01665

TOTAL-EMPS = 0003

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0014 CHILD SUPPORT TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
LAVOIS, ELIZABETH J	896.23	SALARIED
PUMPHREY, MARTHA S.	527.00	SALARIED
SMEREK, JENNIFER LYNN	482.00	SALARIED

01666

TOTAL-EMPS = 0003

0032

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0015 COUNTY COURT AT LAW # 1 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOWEN, RAYDELL JOYCE	891.35	SALARIED
CULVER, THOMAS R III	1,992.31	SALARIED
HALL, LORAINE GARRISON	1,452.26	SALARIED

01667

TOTAL-EMPS = 0003

0032

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0016 COUNTY JUVENILE BOARD & JUDGES TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLARK, A REAGAN	276.92	SALARIED
DICKERSON, CHARLES A	276.92	SALARIED
STANSBURY, THOMAS O	276.92	SALARIED

01668

TOTAL-EMPS = 0003

0032

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0018 JUVENILE PROBATION TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLOSSOM, CHARLES J	807.13	SALARIED
DANIELS, IRA MAE	691.41	SALARIED
HALL, MARSEILLAISE R	996.56	SALARIED
HERNANDEZ, ROSE MARY	33.53	SALARIED
MACKO, STEVE J	969.73	SALARIED
MOORE, STERLING	165.78	SALARIED
PHILLIPS, MARY HELEN	996.56	SALARIED
RAMIREZ, ANTONIO	825.00	SALARIED
THORNTON, CAROL D	691.41	SALARIED

TOTAL-EMPS = 0009

01669

0032

ENPLOYEE SALARY REPORT

0019 JUSTICE OF THE PEACE PCT. # 1 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GEICK, GARY A	1,230.77	SALARIED
ROSAS, VIRGINIA V	527.00	SALARIED
WILLIAMS, PAMELA KAY	.00	SALARIED
WILLIAMS, PATRICIA R	600.00	SALARIED

TOTAL-EMPS = 0004

01670

0032

0020 J. P. PCT. # 2, PLACE 2 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
FELDER, RUTH BEE	737.38	SALARIED
FREDRICKSON, GARY	1,230.76	SALARIED
GLESS, SARA L	527.00	SALARIED
TEYKL, DIANE MARIE	401.00	SALARIED

01671
0032

TOTAL-EMPS = 0004

ENPLOYEE SALARY REPORT

0021 JUSTICE OF THE PEACE PCT. # 3 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GUERRERO, MERCY ANN	527.00	SALARIED
KALINOWSKI, BETTY G.	638.79	SALARIED
STAHL, ROBERT	1,230.77	SALARIED

C1672

0032

TOTAL-EMPS = 0003

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0022 JUSTICE OF THE PEACE PCT. # 4 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ADOLPHUS, JAMES C	1,230.77	SALARIED
GARCIA, HORTENCIA A	599.46	SALARIED
LINDSEY, FAKHREZAMAN	527.36	SALARIED
MITCHELL, LISA SHENEE	527.36	SALARIED

01673

TOTAL-EMPS = 0004

0032

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0023 CONSTABLE PCT. # 1 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CROCKER, JAMES F JR	831.00	SALARIED
DITTFURTH, ERVIN HERMAN JR	797.00	SALARIED
JOHNSON, EDWIN E.	831.00	SALARIED
LOZANO, MARIO RENE'	857.77	SALARIED
MCGEE, AVA M	568.00	SALARIED
RODEN, DAVID L	1,038.46	SALARIED

C1674

0032

TOTAL-EMPS = 0006

ENPLOYEE SALARY REPORT

AS PER ORIGINAL

0024 CONSTABLE PCT. # 2 TUE, MAR 10, 1987, 8:35 AM

ENPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KREJCI, MELODY L	570.47	SALARIED
TESCH, CHARLES M	1,050.60	SALARIED
TODD, WALTER C II	1,038.46	SALARIED
WALTON, RUSSELL	857.76	SALARIED

01675

0032

TOTAL-EMPS = 0004

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0025 CONSTABLE PCT. # 3 TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, JIMMY D	884.33	SALARIED
BREEDING, RAY L	867.49	SALARIED
DIAZ, JUAN SR	867.49	SALARIED
GAMBINO, PATRICIA A	602.73	SALARIED
GAMBINO, SALVADOR ANTHONY	867.49	SALARIED
PARKER, ROBERT GAINES	1,038.46	SALARIED
THOMMES, ANNETTE L	867.49	SALARIED

01676

0032

TOTAL-EMPS = 0007

EMPLOYEE SALARY REPORT

0026 CONSTABLE PCT. # 4 TUE. MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HAZELRIG, TIMOTHY L	884.32	SALARIED
PICKERING, JOHN WARREN JR	797.00	SALARIED
PRING, RICHARD P	1,038.46	SALARIED
SHEARD, JANE LYNN	568.00	SALARIED

C1677

0032

TOTAL-EMPS = 0004

01678

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PEGGY H	953.88	SALARIED
ALLEN, ROBERT E	933.91	SALARIED
ANDERSON, BUDDY	933.91	SALARIED
APREA, ALBERT JAMES	933.91	SALARIED
BANKS, SAMUEL W	962.48	SALARIED
BAYARD, LINDA A.	907.50	SALARIED
BEAVERS, TERRY M	933.91	SALARIED
BENIS, PATSY RUTH	575.00	SALARIED
BERRY, KIMBELL RAY	933.91	SALARIED
BLEDSOE, GORDON L III	933.91	SALARIED
BRADY, KENNETH CRAIG	1,049.90	SALARIED
BRIETZKE, INEZ M	882.50	SALARIED
BRONIKOWSKI, MARIETTA	933.91	SALARIED
BROWN, OSCAR J	933.91	SALARIED
CARDENAS, DANIEL	933.91	SALARIED
CASTEEL, TOMMY ROY	1,049.90	SALARIED
CERVENKA, KENNETH REED	675.00	SALARIED
CHAMBLEE, GUY C	989.98	SALARIED
CHAMBLEE, RENE' A	933.91	SALARIED
CHARLES, MARY L	933.91	SALARIED
CLARY, WILLIAM DAVID	989.98	SALARIED
CLEMENTS, JERRY T	1,049.90	SALARIED
COKER, DON MICHAEL	933.91	SALARIED
CORPORON, ALLEN N.	933.91	SALARIED
CORTEZ, JIMMY	882.50	SALARIED
COX, KAY W	749.48	SALARIED
CRANK, DOROTHY	696.00	SALARIED
CUNNINGHAM, FULTON L	1,049.90	SALARIED
DE PREZ, DANIEL J	933.91	SALARIED
DELGADO, JUAN A.	933.91	SALARIED
DENHART, BETTY J	933.91	SALARIED
DINGES, DOTTIE EUNICE	749.48	SALARIED
DIVIN, RENEE' SUE	696.00	SALARIED
DOWELL, ROBERT C	933.91	SALARIED
DRAKE, JANIS B.	696.00	SALARIED
EVANS, BOBBY LEE	1,049.90	SALARIED
EVANS, LEAH RAYE	933.91	SALARIED
FERGUSON, MARGIE J	1,049.90	SALARIED
FONT, JOHN F	933.91	SALARIED
FORTENBERRY, WILLIAM EDWARD	989.98	SALARIED
FREEZE, BENNIE E	1,049.90	SALARIED
GALLAWAY, BOBBIE LEE	696.00	SALARIED
GALLAWAY, LOWELL RAY	933.91	SALARIED
GARCIA, JEANNETTE	749.48	SALARIED
GARRETT, MONTE ZANE	933.91	SALARIED
GARRETT, TANYA LYNN	749.48	SALARIED
GARTLAND, DEBORAH A	907.50	SALARIED
GASKAMP, THOMAS ALLEN	1,049.90	SALARIED
GASSER, CHARLES PATRICK	933.91	SALARIED
GEORGE, GUS	1,730.77	SALARIED
GIESE, KIMBERLY K	696.00	SALARIED

01679

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GIESE, RONALD GEORGE	1,049.90	SALARIED
GILL, SCOTT M	933.91	SALARIED
GLENDENING, RODNEY	933.91	SALARIED
GOLD, JOWAYNE RUDY	786.45	SALARIED
GRAY, DORA LEE	953.88	SALARIED
GRAYLESS, ROBERT STEWART	749.48	SALARIED
GREMILLION, LESLIE EILEEN	989.98	SALARIED
GRISHAM, JERRY Q	811.13	SALARIED
HARGRAVE, EVERETT III	933.91	SALARIED
HARRIS, REBECCA ANN	696.00	SALARIED
HEIMANN, EUGENE JAMES	933.91	SALARIED
HEITMAN, BESSIE HELEN	933.91	SALARIED
HERMAN, GREGORY M	989.98	SALARIED
HIGGINS, DEANNA CAROL	749.48	SALARIED
HILLEGEIST, PERRY R JR	1,338.29	SALARIED
HINOJOSA, RAY R JR	933.91	SALARIED
HOLCOMB, DELLA JOYCE	907.50	SALARIED
HONEYCUTT, TOMMY W	989.98	SALARIED
ISENBERG, MICHAEL WAYNE	933.91	SALARIED
JACKSON, FRED WILLIAM JR	933.91	SALARIED
JACKSON, GEORGE EDWARD JR	933.91	SALARIED
JACKSON, MICHAEL ALAN	933.91	SALARIED
JANKOWIAK, JOAN	721.33	SALARIED
JONES, TREVOR C	933.91	SALARIED
KELLEY, DALE C	933.91	SALARIED
KINSEY, ROLAND ARCHIE	933.91	SALARIED
KNIGHT, HARREL HARRIS	933.91	SALARIED
LAND, ROBERT EVANS	933.91	SALARIED
LEACH, DAVID	882.50	SALARIED
LEE, KENNETH RAY	1,128.96	SALARIED
LEVY, MITCHELL A	933.91	SALARIED
LOPEZ, LAURENCE ROBERT	933.91	SALARIED
LORENZ, MICHAEL J	1,049.90	SALARIED
LOZANO, OLIVIA H	696.00	SALARIED
LUKAS, JERRY PAUL	811.13	SALARIED
MAGANA, SAMMEY E	907.50	SALARIED
MAGANA, SANDRA ANN	749.48	SALARIED
MARCUS, DANNY L	933.91	SALARIED
MARSALIS, HARRY FREDERICK JR	882.50	SALARIED
MARTIN, DONALD H	1,128.96	SALARIED
MARTINEZ, ROSA MARIA	876.00	SALARIED
MATHENY, NORA JEAN	933.91	SALARIED
MCDOWELL, O J	1,049.90	SALARIED
MCINVALE, LUCILE BROWN	697.57	SALARIED
MELODY, JUSTIN CLIFFORD	933.91	SALARIED
MELTON, STEVEN DEAN	933.91	SALARIED
MENDOZA, DOLORES	953.88	SALARIED
MILLSAP, SAM F	907.50	SALARIED
MITCHELL, DAVID D	933.91	SALARIED
MOSLEY, PAUL NORMAN SR	933.91	SALARIED
MURILLO, NANCY MENDOZA	749.48	SALARIED

01680

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
NEMEC, LARRY GLEN	962.48	SALARIED
NETZ, MICHAEL C.	933.91	SALARIED
NOWAK, M. ELAINE	745.10	SALARIED
OBALLE, DANIEL R	933.91	SALARIED
OBERHOFF, TAMARA JO	749.48	SALARIED
OGNOSKIE, LAURAINE	696.00	SALARIED
OLDAG, KATHLEEN	749.48	SALARIED
PATTON, MICHAEL AMMON	1,049.90	SALARIED
PAVELKA, ROGER STEPHENS	1,049.90	SALARIED
PELHAM, MICHAEL G	882.50	SALARIED
PERSER, GLENN WILLIAM	933.91	SALARIED
PHIPPS, LESTER JR	962.48	SALARIED
PITTMAN, LARRY D	933.91	SALARIED
PLACETTE, KATHERYN E	749.48	SALARIED
POKLUDA, JAMES EDWARD	989.98	SALARIED
RAMIREZ, CHARLES R	933.91	SALARIED
RAY, THOMAS MILTON	1,128.96	SALARIED
REINHART, RICHARD J	989.98	SALARIED
RENFRO, FORREST S	933.91	SALARIED
RIENDEAU, LAWRENCE ELMER JR	933.91	SALARIED
ROBERTSON, HERBERT DEAN	933.91	SALARIED
ROBERTSON, TERRY A SR	933.91	SALARIED
ROHDE, DONALD WAYNE	882.50	SALARIED
ROSAS, ANTONIO O	1,128.96	SALARIED
ROWLAND, LLOYD E	989.98	SALARIED
ROWLEY, TODD D	933.91	SALARIED
RUSSEK, RICHARD R.	933.91	SALARIED
RUSSELL, RAYMOND BURNETT	882.50	SALARIED
RYCHLIK, KENNETH JOSEPH	962.48	SALARIED
SAPP, ELWIN BARTON	1,049.90	SALARIED
SCHAFFNER, ROCHELLE	749.48	SALARIED
SCHULTZE, IRIS JANETTE	696.00	SALARIED
SEELY, CHARLES LARKIN	933.91	SALARIED
SEXTON, JANICE KAY	882.50	SALARIED
SHELTON, THOMAS E	989.98	SALARIED
SHRUM, DONALD LEE	882.50	SALARIED
SIMMONS, CAROLYN J	696.00	SALARIED
SKINNER, STEPHEN L	933.91	SALARIED
SOTO, JOSEPH A	1,049.90	SALARIED
SOUSLEY, RICKY LEE	989.98	SALARIED
SPARKMAN, THOMAS J	1,178.96	SALARIED
SPARKMAN, THOMAS J. JR	1,049.90	SALARIED
SPEED, MELVIN LLOYD	933.91	SALARIED
SPRADLEY, CARL L	933.91	SALARIED
STASNEY, RONALD LEE	933.91	SALARIED
STEDMAN, MICHAEL E	989.98	SALARIED
STEVENS, BONNIE LYNN	933.91	SALARIED
STEWART, BETTY J	696.00	SALARIED
TEAGUE, JOAN E	989.98	SALARIED
TOBIAS, JULIO MARTIN	1,049.90	SALARIED
TORRES, CARMEN Y	696.00	SALARIED

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0027 SHERIFF DEPARTMENT TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
TULLOS, CARL B JR	933.91	SALARIED
ULBRICH, CHARLES	933.91	SALARIED
WALGER, KELLY PATRICK	675.00	SALARIED
WALKER, PATRICIA D	749.48	SALARIED
WARD, JOHN S	933.91	SALARIED
WELCH, LARRY WAYNE	1,049.90	SALARIED
WELKER-KLENTZMAN, LEA ANNE	962.48	SALARIED
WERLEIN, SHEPPARD HALSEY	933.91	SALARIED
WHICHARD, TAYLOR MARSHALL JR	1,128.96	SALARIED
WHITBEY, GARY K	933.91	SALARIED
WILLIAMS, JERRY ARTHUR	882.50	SALARIED
WINTON, JIMMY F	933.91	SALARIED
ZAROSKY, ARTHUR	933.91	SALARIED
ZOTYKA, BEN A	597.00	SALARIED

01681

0032

TOTAL-EMPS = 0167

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0028 VEHICLE MAINTENANCE TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
COUFAL, DAVID J	824.00	SALARIED
DANNHAUS, BRENT A	638.40	SALARIED
FREDRICKSON, BRETT LYNN	7.98	HOURLY
MC ARTHUR, SID	942.00	SALARIED
MEDLEY, REBECCA L	568.00	SALARIED
RICE, CARL FRANCIS	800.00	SALARIED

01682

0032

TOTAL-EMPS = 0006

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0029 INDIGENT CARE TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HERRERA, OLIVIA CORTEZ	527.00	SALARIED
MATTHEWS, EDNA	451.61	SALARIED
SIMS, WALTER E	449.44	SALARIED
SOLOMON, HOPIE JEWEL	815.76	SALARIED

01683
0032

TOTAL-EMPS = 0004

EMPLOYEE SALARY REPORT

0030 LIBRARY TUE, MAR 10, 1987, 8:35 AM

01684

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALAS, MARY HELEN	527.00	SALARIED
ALDANA, MARIA I	401.00	SALARIED
ALVAREZ, FRANCISCA	534.81	SALARIED
ANDERSON, DEBORAH	597.00	SALARIED
BENNETT, MARY LEE	719.00	SALARIED
BLACKBURN, KATHY LYNN	435.77	SALARIED
BOHACHEVSKY, ROMAN S	1,438.46	SALARIED
CALUB, LAURA N.	719.00	SALARIED
CHAMBERLAIN, DEBORAH J	527.00	SALARIED
CLARKE, NANCY	719.00	SALARIED
CLINE, CARMEN M.	527.00	SALARIED
CRAWFORD, VERA M	527.00	SALARIED
FRYBERT, BARBARA ANNE	527.00	SALARIED
GODFREY, DOROTHY LYNN D	527.00	SALARIED
GREENWOOD, DEBRA D	401.00	SALARIED
HARPER, ROSE	905.05	SALARIED
HUMPHREY, DOROTHY M	554.61	SALARIED
ISBELL, MARGARET E	527.00	SALARIED
JARNUSZ, RUTH MARIE	727.93	SALARIED
KLOBEDANS, CYNTHIA	527.00	SALARIED
KROBOT, YVETTE	401.00	SALARIED
KRUKEWITT, MOLLY KAY	527.00	SALARIED
LESSEY, LORRAINE M	784.00	SALARIED
LEWIS, BETSY SANDS	527.00	SALARIED
LOEHR, ELLVINA G	401.00	SALARIED
LOEWE, DOROTHY	534.81	SALARIED
MAHLMANN, MARY FRANCES	527.00	SALARIED
MATHIS, AUDREY S	527.00	SALARIED
MC KANNAN, ANN ELAINE	597.00	SALARIED
MCCLUNG, DAVID J	840.00	SALARIED
MILCH, SHIELA	653.66	SALARIED
MODRALL, GAYLE	745.00	SALARIED
MURRAY, WILLIAM WALLACE	527.00	SALARIED
NEAL, JOE LOUIS SR	506.07	SALARIED
PALMER, JOHNNIE MAE	401.00	SALARIED
POWELL, JANE ANN	961.54	SALARIED
POWERS, SYLVIA E	747.91	SALARIED
REECE, SANDRA GAIL	527.00	SALARIED
RICHARDS, VIRGINIA	597.00	SALARIED
ROMERO, ELIZABETH A	566.60	SALARIED
RUDOLPH, JOSEPHINE	401.00	SALARIED
RYBAK, DENISE M	568.00	SALARIED
SEILER, BETTYE JANE	527.00	SALARIED
SINCLAIR, LINDA KAY	401.00	SALARIED
VAUGHAN, CAROL C	719.00	SALARIED
VERA, SARA LEE	527.00	SALARIED
WATTS, WANDA SUE	527.00	SALARIED
WHATLEY, OLLIE GEAN	748.33	SALARIED
WILLIAMS, DAWN E	784.00	SALARIED
WITT, JEANNE A	719.00	SALARIED
WRIGG, BESSIE MICHEL	435.77	SALARIED

AS PER ORIGINAL

ENPLOYEE SALARY REPORT

0030 LIBRARY TUE, MAR 10, 1987, 8:35 AM

C1685

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
YEN, RUTH H.L.	638.00	SALARIED

0032

TOTAL-EMPS = 0052

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0031 COUNTY HEALTH DEPT. TUE, MAR 10, 1987, 8:35 AM

C1686

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BAREFILED, KENNETH WAYNE	847.00	SALARIED
CULPEPPER, WALTER	25.00	SALARIED
DRAKE, NANCY PATRICIA	825.00	SALARIED
GAREY, STACEY WAYNE	922.40	SALARIED
GUEST, DIANE G	528.00	SALARIED
REEVE, MARCY	872.25	SALARIED
WHITTEN, HELEN LOIS	798.65	SALARIED

0032

TOTAL-EMPS = 0007

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0032 EXTENSION SERVICE TUE, MAR 10, 1987, 8:35 AM

01687

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOOTH, JEANNE FLOYD	669.35	SALARIED
BROWN, SHIRLEY M	318.29	SALARIED
COOPER, PAUL JOHNNIE	412.61	SALARIED
GORENA, ALFONSO ROEL	258.29	SALARIED
LEGENDRE, BARBARA JEAN	764.33	SALARIED
MICKEY, BOUCHE	318.29	SALARIED
TERRY, PAMELA ANN	318.29	SALARIED
WEATHERS, RUBY LEONORA	670.26	SALARIED

TOTAL-EMPS = 0008

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0033 FAIRGROUNDS TUE, MAR 10, 1987, 8:35 AM

01688

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HARTUNG, HAROLD E	652.86	SALARIED
TEYKL, DONALD H	5.75	HOURLY
YBARRA, ALFREDO HURTADO	6.28	HOURLY

0032

TOTAL-EMPS = 0003

01689

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABDUL-JABBAR, JAWAD	939.85	SALARIED
BAUMAN, JAMES ELLIS	961.54	SALARIED
BELL, MICHAEL JOSEPH	939.85	SALARIED
BURCIAGA, ALBERT HUERTA	841.22	SALARIED
CAVAZOS, SYLVIA	495.19	SALARIED
COULTER, JEAN MARIE	938.95	SALARIED
CRAFT, MELBA L.	784.80	SALARIED
DAVIS, SHARON	784.05	SALARIED
DE CLAIRMONT, RICHARD G	597.00	SALARIED
DECATUR, MARC BRYAN	841.22	SALARIED
DILLE, RONALD M	939.40	SALARIED
DUSAK, ASHLEY B.	766.25	SALARIED
EWING, TOBIN E	939.85	SALARIED
FOLSOM, KENT R	890.91	SALARIED
GREEN, SUZANNE	597.00	SALARIED
GRESHAM, VERNON A	939.85	SALARIED
GUERRA, MARGARET LYNN	782.26	SALARIED
HAMILTON, JOSEPH JOHN	974.27	SALARIED
KACAL, DONALD F	854.24	SALARIED
KACAL, HENRY JOE	1,153.31	SALARIED
KACAL, LARRY W	988.67	SALARIED
KOFMAN, RENEE' IDA	938.59	SALARIED
KOSLER, DANIEL G	1,255.66	SALARIED
KOUTZ, ROGER W	890.91	SALARIED
KRESS, KEVIN JOSEPH	985.11	SALARIED
KRUSE, ALVIN CLAY	935.45	SALARIED
LAND, MILES	939.85	SALARIED
LANHAM, CURTISS L	890.91	SALARIED
LINDEMANN, D'ETTA M	561.23	SALARIED
LINDEMANN, JUANITA L	597.00	SALARIED
MAY, VICKI L	890.91	SALARIED
MCDILL, MICHAEL	895.09	SALARIED
MENDHER, KAREN	938.06	SALARIED
MESSBARGER, VINCENT M	937.16	SALARIED
POULTON, PAUL ERIC	890.91	SALARIED
RAMSEY, HUGH DAVID	917.55	SALARIED
RITZIE, ERIC S	890.91	SALARIED
ROBERTSON, RICKY R	973.23	SALARIED
ROSENBAUM, KENNETH CHARLES	938.06	SALARIED
ROYAL, JOHN L III	939.31	SALARIED
RUSNOCK, STEPHEN FRANK	890.91	SALARIED
STRAUSS, PETER ROY	890.91	SALARIED
TREVINO, MIGUEL	939.49	SALARIED
WALZ, MELINDA A	935.45	SALARIED
WATSON, JEFREY L	939.49	SALARIED
WELCH, DONALD RAY	596.41	SALARIED
WELLER, LESLIE MARIE	935.45	SALARIED
WILLIAMSON, NORMAN E JR	936.81	SALARIED
ZAK, GALE LYNNE	596.41	SALARIED

TOTAL-EMPS = 0049

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0035 VETERANS SERVICE TUE, MAR 10, 1987, 8:35 AM

01690

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CONRAD, PATRICK ROSS	831.93	SALARIED

0032

TOTAL-EMPS = 0001

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0036 DATA PROCESSING TUE, MAR 10, 1987, 8:35 AM

01691

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLACK, CONNIE LYNN	1,045.00	SALARIED
BOUNDS, R. W.	638.00	SALARIED
BROWN, JOHNNY	750.00	SALARIED
BUSSELL, JANA SUE	830.00	SALARIED
CATER, BROADUS JR	807.70	SALARIED
CRAMER, JOHN ANGELO	846.16	SALARIED
FRIDGE, LYDIA ANN	808.00	SALARIED
GRAY, LOUISE	1,050.00	SALARIED
HEINECKE, CONNIE R	728.00	SALARIED
HOLUB, CAROL	1,047.00	SALARIED
HUMPHREY, ENNIS BOYD JR	638.00	SALARIED
KNOWLES, TOMMY L	1,026.00	SALARIED
LONG, BILLY RAY	1,461.53	SALARIED
MEISTER, LAURIE F	600.00	SALARIED
MILLER, CHARLES W	1,730.40	SALARIED
MONROE, KENETHA B	1,010.00	SALARIED
MYERS, LEWIS HENRY	961.50	SALARIED
PLANT, EDWARD J	1,042.50	SALARIED
PRINDIBLE, JACK D	953.27	SALARIED
SEILER, CHARLES E	1,470.00	SALARIED
SHEMANSKI, MARY BELISCH	927.00	SALARIED
TENCZYNSKI, JOHN CHRISTOPHER	638.00	SALARIED
WALKER, LOU VEARN	1,025.00	SALARIED

TOTAL-EMPS = 0023

01692

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GUERRERO, ELIZABETH	485.00	SALARIED
MEYER, DIANA DARLENE	485.00	SALARIED
NEWBERRY, BETTYE LELANE	749.48	SALARIED

0032

TOTAL-EMPS = 0003

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0039 BAIL BOND BOARD OFFICE TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CHESSHIRE, MARY LYNN	867.42	SALARIED

01693

0032

TOTAL-EMPS = 0001

0040 FIRE MARSHALL/SAFETY DIRECTOR TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE	01694
TAJCHMAN, DAWN ELSIE	568.00	SALARIED	
TILTON, GARY ALLEN	950.77	SALARIED	0032

TOTAL-EMPS = 0002

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0043 ENGINEERING DEPT. TUE, MAR 10, 1987, 8:35 AM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BAKER, KARL E	1,294.49	SALARIED
CROCKER, CHARLES GLEN	1,188.47	SALARIED
DRACHENBERG, RONALD DEAN	1,386.53	SALARIED
PONCIK, ROSIE	6.87	HOURLY

TOTAL-EMPS = 0004

01695

0032

EMPLOYEE SALARY REPORT

0047 ROAD & BRIDGE PCT. # 1 TUE, MAR 10, 1987, 8:35 AM

01696

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ADOLPH J	1,153.85	SALARIED
ANDERSON, EDWIN	11.99	HOURLY
BARNES, NORMAN CLARK	7.66	HOURLY
BETTIN, HERBERT	8.13	HOURLY
BOONE, JOE	8.13	HOURLY
CASTILLO, SIMON M	6.06	HOURLY
FLECK, MARK D	5.01	HOURLY
GARZA, JOSE GUADALUPE	6.00	HOURLY
GRAGERT, GEORGE	1,122.00	SALARIED
HARRIS, WILLIAM L. JR.	6.06	HOURLY
KENDZIORA, FLORYIAN WILLIAM	11.99	HOURLY
KENDZIORA, JOHN J	8.13	HOURLY
LEHMANN, RICHARD E	11.99	HOURLY
MASSEY, DONALD RAY	8.16	HOURLY
MOORE, DONALD	872.31	SALARIED
PAVLISKA, JERRY	6.06	HOURLY
PEREZ, ABDON JR	9.41	HOURLY
POLLOCK, JOHN E	1,269.23	SALARIED
PUSTKA, JOHNNIE P	1,730.77	SALARIED
ROBERTS, MICHAEL A	8.49	HOURLY
SALAZAR, ENRIQUE	7.10	HOURLY
SCHMIDT, ALLEN RAY	7.46	HOURLY
SEBESTA, JOHNNY	9.09	HOURLY
SLIVA, MARVIN F	5.78	HOURLY
SYKOWSKI, MARK J	8.13	HOURLY
SYKOWSKI, STANLEY	11.99	HOURLY
URBANEK, LINDA G	865.20	SALARIED
VACEK, LEONARD B	11.31	HOURLY
WALGER, LOUIS E JR	7.94	HOURLY
WALLECK, NATHAN E	9.67	HOURLY
WASHINGTON, ALEX	9.03	HOURLY
WLECZYK, BARBARA ANN	527.00	SALARIED
WLECZYK, PETE JR	10.59	HOURLY
WOODS, EFFREN ARARAZ	7.11	HOURLY
ZWAHR, CALVIN FRED JR	11.36	HOURLY
ZWAHR, DALE ALLEN	11.62	HOURLY
ZWAHR, GLEN C	7.46	HOURLY

TOTAL-EMPS = 0037

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0048 ROAD & BRIDGE PCT. # 2 TUE, MAR 10, 1987, 8:35 AM

01697

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALDERMAN, PALMER SR	11.85	HOURLY
ALMENDAREZ, ANDREW A	740.57	SALARIED
ANDERSON, SYLVESTER A	11.85	HOURLY
ARMSTEAD, WILLIE E	7.73	HOURLY
BOONE, CALVIN A	7.96	HOURLY
BOYCE, LINDA R	585.40	SALARIED
CALLENDER, KENNETH	9.79	HOURLY
CLOUDT, RAY ALAN	9.82	HOURLY
CURLEE, JAMES L	6.49	HOURLY
DE LEON, PETE	8.50	HOURLY
DENHAM, BEN	1,730.77	SALARIED
EVANS, M.C.	8.75	HOURLY
GARRETT, WILLIE	10.56	HOURLY
HAYNIE, KAREN A	568.00	SALARIED
HEDT, MELVIN	11.85	HOURLY
HEDT, W. LEE	11.85	HOURLY
HIGGINS, CLARENCE V	7.98	HOURLY
HOLIK, STEVEN	11.07	HOURLY
JEBBIA, ANTHONY JANES	1,346.15	SALARIED
JUAREZ, JESSIE	9.55	HOURLY
KRENEK, JOHNNIE	11.85	HOURLY
KROBOT, RAYMOND	11.85	HOURLY
MAGER, HARVEY ALVIN	11.14	HOURLY
MALY,DANIEL ROY	12.50	HOURLY
NOTO, ANTHONY JULIUS	881.36	SALARIED
OBERHOFF, WESLEY FRITZ	797.00	SALARIED
ORTEGA, LUPE	10.56	HOURLY
PHILLIPS JR, ELMO	7.73	HOURLY
PRYOR, CECIL E JR	8.49	HOURLY
SANFORD, CLIFF	9.55	HOURLY
SAPP, PATSY	845.00	SALARIED
STONEHAM, STEPHEN WYATT	8.22	HOURLY
TEYKL, DON ALLEN	1,153.85	SALARIED
TEYKL, PHILLIP	11.85	HOURLY
TURNER, WILLIE III	8.24	HOURLY
VELA, JESUS JR	8.22	HOURLY
WASICEK, BENNIE	9.27	HOURLY
WATSON, ALBERT	7.00	HOURLY
WATSON, NATHANIEL G	845.00	SALARIED
WENZEL, JAMES R	7.98	HOURLY
ZUNKER, RICHARD A JR	9.79	HOURLY

TOTAL-EMPS = 0041

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0049 ROAD & BRIDGE PCT. # 3 TUE, MAR 10, 1987, 8:35 AM

01698

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BASS, FREDDIE LEE	891.34	SALARIED
BEZECNY, RAYMOND G. JR	713.08	SALARIED
BUESING, CHESTER ROY	713.08	SALARIED
BUSH, DARWELL GENE	730.77	SALARIED
CHERNOSKY, ANTON	1,229.35	SALARIED
CHERNOSKY, FRANK	.00	SALARIED
CHERNOSKY, LEON	1,076.25	SALARIED
DANOVE, ARNE DANIEL	871.54	SALARIED
FREDERICK, DOIS	1,072.00	SALARIED
GARZA, PANCHO	993.07	SALARIED
GONZALES, ANGEL	713.08	SALARIED
GOWAN, MELVA E	638.00	SALARIED
GROTE, JODY	713.08	SALARIED
HARRINGTON, DARBY	713.08	SALARIED
HATHORN, MICHAEL RAY	730.77	SALARIED
HEMPHILL, WILLIAM	713.08	SALARIED
HUDNALL, THOMAS JAMES	730.77	SALARIED
JORDAN, THOMAS E	713.08	SALARIED
LEDGER, ROBERT CURTIS	713.08	SALARIED
MACEK, JOHNNY	798.64	SALARIED
PERKINS, ANDREW	736.84	SALARIED
PRESSLEY, ALTON B	1,730.77	SALARIED
ROBERTSON, ALEXIS	713.08	SALARIED
ROBINSON, MICHAEL R	713.08	SALARIED
ROOT, STEVEN K	730.77	SALARIED
SEELY, WALLACE D SR	1,310.75	SALARIED
SHEARD, JOANNE MARIE	761.01	SALARIED
SHEARD, OPAL L	713.08	SALARIED
STADE, RICHARD E	721.00	SALARIED
TITMAN, JAMES DARYL	730.77	SALARIED
WILLIAMS, MARK JONATHAN	730.77	SALARIED

TOTAL-EMPS = 0031

EMPLOYEE SALARY REPORT

0050 ROAD & BRIDGE PCT. # 4 TUE, MAR 10, 1987, 8:35 AM

01699

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ALAN	10.82	HOURLY
ANDERSON, JOE LOUIS	1,262.94	SALARIED
ASHTON, MERVYN	9.27	HOURLY
BLUE, JAMES W	8.30	HOURLY
CURRY, HENRY LEWIS	10.05	HOURLY
DIRBA, RAYMOND JOHN	10.30	HOURLY
DOZIER, WILLIAM W	3.80	HOURLY
FREDRICKSON, DUDLEY G	6.50	HOURLY
GARCIA, ALBERTO	6.75	HOURLY
GILMORE, JACKIE	7.46	HOURLY
GONZALES, MIKE	6.53	HOURLY
GRANT, MARC	901.25	SALARIED
HOOKER, THOMAS	8.76	HOURLY
JUREK, LADGIE	11.44	HOURLY
JUREK, LOUIS RICHARD	10.61	HOURLY
KOEHNE, DAVID	7.46	HOURLY
KOTZUR, SHIRLEY	745.24	SALARIED
LUTTS, BOB	1,730.00	SALARIED
MALAC, ALOIS	8.50	HOURLY
MORGAN, ACIE M	7.00	HOURLY
MOSS, EDDIE	7.83	HOURLY
ORDONO, NILA	6.70	HOURLY
PAVLOCK, MIKE	7.46	HOURLY
PESAK, DAVID	9.00	HOURLY
SHELTON, CLARENCE	9.80	HOURLY
SPECKMAIER, CALVIN	10.10	HOURLY
STRATMAN, BOBBY	10.10	HOURLY
STRATMAN, JOHNNY L	7.00	HOURLY
VYKUKAL, DENNIS	7.98	HOURLY
WEYAND, ALLISON J	8.49	HOURLY
ZAPALAC, ALVIN	1,285.04	SALARIED
ZOOK, GREGG	7.46	HOURLY
ZOOK, MICHAEL W.	5.50	HOURLY

TOTAL-EMPS = 0033

EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0051 DRAINAGE DISTRICT TUE, MAR 10, 1987, 8:35 AM

01790

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, HENRY SR.	9.02	HOURLY
ARMSTEAD, CHARLIE R	9.92	HOURLY
ARNOLD, RAYFORD WAYNE	10.00	HOURLY
BENTON, BEVERLY A	8.50	HOURLY
BENTON, STANLEY REID	8.66	HOURLY
BUTLER, JACK D	11.65	HOURLY
BYRD, BRYAN RAY	9.38	HOURLY
CANIPE, TOMMY W	6.30	HOURLY
CATALENA, MARK ALLEN	5.53	HOURLY
CERNOCH, BYRON CHARLES	5.70	HOURLY
DUDLEY, FREDDY E	5.70	HOURLY
DUNN, MARLIN L	6.28	HOURLY
DUSEK, EUGENE FRANK	6.10	HOURLY
EASTERLING, JOHN	10.76	HOURLY
FOJTIK, CHARLES WAYNE	8.00	HOURLY
GAMINO, RODRIGO L	6.47	HOURLY
GAMINO, VALENTINE	6.47	HOURLY
GERKEN, DANIEL E	1,386.54	SALARIED
GLASSCOCK, IVAN W	9.26	HOURLY
GRAY, ERNEST	7.10	HOURLY
GRUDZIECKI, JOHN C	5.67	HOURLY
GUNTLE, DAVID C	9.08	HOURLY
HARRIS, ALBERT L	5.53	HOURLY
HARTMANN, JANICE	8.20	HOURLY
HEDT, GILBERT W	11.72	HOURLY
HOPE, JOHN K JR	5.53	HOURLY
HUNDL, MICHAEL J	8.49	HOURLY
HUSTEDE, BENNIE R	12.07	HOURLY
JACOBSON, FRED	5.53	HOURLY
JALOWY, DAVID W	1,270.00	SALARIED
JANCZAK, THOMAS J	11.63	HOURLY
JANKOWIAK, MIKE	8.50	HOURLY
JONES, GEORGE WILLIAMS JR.	10.30	HOURLY
KELLEY, CLYDE ROSS	5.84	HOURLY
KERLEY, KERRY L	6.85	HOURLY
KRAMER, WILBURN H. JR	7.75	HOURLY
KUCHERKA, STANLEY L JR	2,113.92	SALARIED
LAMENSKY, CLARENCE W.	9.35	HOURLY
LOTT, ALVIN	8.50	HOURLY
MATTHIES, THOMAS	6.49	HOURLY
MC WHORTER, RONALD LEE	5.53	HOURLY
MEYEN, DAVID WAYNE	9.53	HOURLY
MEYER, JO ANN	748.73	SALARIED
MOSIER, GEOFFREY L	8.24	HOURLY
MUEGGE, MARK W	12.07	HOURLY
PARR, LLOYD	5.53	HOURLY
PAVLICEK, ALBERT A JR	6.28	HOURLY
PETERS, AUGUST P	6.80	HOURLY
PIEPER, LESLIE E	10.53	HOURLY
POHL, JAMES PRATER	6.06	HOURLY
POTTER, DARRIN LLOYD	5.53	HOURLY

0051 DRAINAGE DISTRICT TUE, MAR 10, 1987, 8:35 AM

01701

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
RAMEY, MICHAEL	7.10	HOURLY
REID, CHARLES M	11.79	HOURLY
RIVERA, GILBERTO	6.49	HOURLY
RODRIGUEZ, ALBERT	7.10	HOURLY
ROHDE, KENNETH	7.46	HOURLY
SCHMIDT, W LEE	1,231.73	SALARIED
SCHNEIDER, MELVIN C	12.07	HOURLY
SEBESTA, BILLY JOE	12.07	HOURLY
SEBESTA, MARK ALLEN	6.49	HOURLY
SEBESTA, TELLAS	12.07	HOURLY
SEBESTA, TELLAS JR	10.20	HOURLY
SLIVA, CHARLIE JOE JR	12.07	HOURLY
STADE, CLIFFORD L	5.70	HOURLY
STEAMER, ARTHUR J	5.92	HOURLY
SURY, THOMAS M	5.70	HOURLY
TWARDOWSKI, JAMES E	6.39	HOURLY
TWARDOWSKI, MARK T	5.53	HOURLY
VOGLER, MARK A	1,244.77	SALARIED
WARE, DEE FOREST	6.00	HOURLY
WARE, REVEREND BOBBIE JOE	5.70	HOURLY
WEIDEMANN, DARREL WAYNE	8.00	HOURLY
WIEGHAT, RODNEY W	10.09	HOURLY
WITEK, RAYMOND JR	6.49	HOURLY
ZAPALAC, FRANK E	5.92	HOURLY
ZUROVEC, PAUL FRITZ JR	5.70	HOURLY

TOTAL-EMPS = 0076

FORT BEND COUNTY
EMPLOYEE SALARY REPORT

AS PER ORIGINAL

0052 J. P. PCT. # 2, PLACE 1 TUE, MAR 10, 1987, 8:35 AM

01702

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MOLINA, R. GEORGE	1,230.77	SALARIED
MONEY, DOROTHY JEAN	527.00	SALARIED
SALAIS, MARY E	623.76	SALARIED

0032

TOTAL-EMPS = 0003

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0053 PURCHASING AGENT TUE, MAR 10, 1987, 8:35 AM

01703

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, MARK LINDSEY	650.00	SALARIED
HAMMETT, JOHN J	1,153.85	SALARIED
JALONO, GILBERT D. JR	719.00	SALARIED
KAMINSKI, DEBRA JEANNE	638.00	SALARIED

0032

TOTAL-EMPS = 0004

0055 COUNTY COURT AT LAW # 2 TUE, MAR 10, 1987, 8:35 AM

01704

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DILLENDER, PATRICIA L	1,452.26	SALARIED
MC MEANS, WALTER S	1,992.31	SALARIED
SWITZER, JENNIE ZOE	738.00	SALARIED

0032

TOTAL-EMPS = 0003

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0296 JUVENILE PROBATION (FY87 TJPC) TUE, MAR 10, 1987, 8:35 AM

01205

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DAVIS, KATHRYN ALICE	961.53	SALARIED
MILLER, ROBIN E	769.24	SALARIED

0032

TOTAL-EMPS = 0002

AS PER ORIGINAL

EMPLOYEE SALARY REPORT

0297 ADULT PROBATION (FY 87 ISP) TUE, MAR 10, 1987, 8:35 AM

01706

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
LACINA, EDMUND GARY	1,072.81	SALARIED
PRIHODA, DANA MICHELLE	269.23	SALARIED

0032

TOTAL-EMPS = 0002

EMPLOYEE SALARY REPORT

0299 ADULT PROBATION (FY 87 TAPC) TUE, MAR 10, 1987, 8:35 AM

01707

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ADAMEK, WILMA	1,040.04	SALARIED
ARISMENDEZ, SOILA C	634.62	SALARIED
BASSETT, RAE ETTA	1,038.46	SALARIED
CASEY, THOMAS K	1,069.23	SALARIED
COLEMAN, LINDA	1,040.04	SALARIED
DOBSON, AL JR.	1,428.08	SALARIED
ELKINS, LAWRENCE NEWTON	1,040.04	SALARIED
GEORGE, EUNICE H	1,040.04	SALARIED
GOLD, ANNIE L	673.46	SALARIED
GRAEBER, PATTY ADELE	530.77	SALARIED
GUILLEN, ESTELLA G	1,072.81	SALARIED
HANDY, ALPHONSO	976.35	SALARIED
KETTLER, THERESA	618.00	SALARIED
MORENO, ROBERT	1,040.04	SALARIED
STELLY, PAMELA RAY	685.35	SALARIED
VELA, JAVIER	1,072.81	SALARIED
WALZEL, PAT L	673.46	SALARIED

TOTAL-EMPS = 0017

AS PER ORIGINAL

0299 ADULT PROBATION (FY 87 TAPC) TUE, MAR 10, 1987, 8:35 AM

01708

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE

TOTAL-EMPS = 0804

0032

EMPLOYEE SALARY REPORT

0037 ANIMAL CONTROL TUE, MAR 10, 1987, 8:35 AM

01709

0032

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABSCHNEIDER, VERNON	597.00	SALARIED
DUBAY, ANN	620.48	SALARIED
REEVES, CYNTHIA SUE	825.00	SALARIED
RUEB, RHONDA C	597.00	SALARIED
SCHNEIDER, MARIE KITSON	575.08	SALARIED
SEITER, DAVID S	597.00	SALARIED
WHEELER, TANYA	568.00	SALARIED

TOTAL-EMPS = 0007

26. 11:00 A.M. - HOLD PUBLIC HEARING ON REPLAT OF BRYNMAWR LAKE SUBDIVISION IN PRECINCT 3 AND CONSIDER TAKING ACTION ON SAME:

Vera Dunwoody discussed the purpose of the replat.

Stanley Kucherka discussed deletion of the park area.

No public opposition.

27. ACCEPT BIDS ON THE FOLLOWING: (1) ONE OR MORE NEW 3/4 TON PICKUP TRUCKS (#87-19); (2) TWO OR MORE NEW 1/2 TON PICKUP TRUCKS WITH OR WITHOUT TRADE-IN (#87-21):

Accept one or more new 3/4 ton pickup trucks (#87-19):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HALL CHEVROLET for two 3/4 ton pickup trucks in the amount of $9,394.78 each for Drainage District. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HALL CHEVROLET for one 3/4 ton pickup truck in the amount of $9,394.78 plus the following options; for Precinct #1. (Recorded in minutes in full)

		$9,394.78
Optional:	A/C	$ 663.85
	tinted glass	$ 40.80
	AM radio	$ 103.70
	Dual Tank	$ 277.00
	100 AMP alternator	$ n/c
	Auto	$ n/c
	350 CID engine	$ 629.00
	painted rear bumper	$ 110.50
	TOTAL	$11,219.63

Accept bids for two or more new 1/2 ton pickup trucks with or without trade-in (#87-21):

Postponed

28. CONSIDER WITHDRAWING BID AWARDED ON 1/2 TON PICKUP TRUCKS AND AWARD TO NEXT LOW BIDDER:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept withdrawal of bid awarded on 1/2 ton pickup trucks and award bid (#87-20) to next low bidder.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HALL CHEVROLET for three (3) 1/2 ton pickup trucks in the amount of $7,618.69 each for Drainage District. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to KNAPP CHEVROLET for one 1/2 ton pickup truck in the amount of $7,325.00 plus $110.00 for painted bumper and $233.00 for power steering totaling $7,668.00 for Precinct 1. (Recorded in minutes in full)

01711 0032

AS PER ORIGINAL

~~28~~ 271

PURCHASE OF ONE (1) OR MORE NEW 3/4 TON PICKUP TRUCKS
BID #87-19

COMPANY	BID PRICE	BID PRICE PLUS AUTO TRANSMISSION	DELIVERY WITHIN	PRICE GUARANTEE	OPTIONAL EQUIPMENT: ENGINE	AUTOMATIC TRANSMISSION	PAINTED REAR BUMPER	CHROME REAR BUMPER
*DUB MILLER FORD	$ 9,098.06	$10,567.13	60-90 DAYS	30 DAYS	$590.85 (460 CID) $2,669.43 (W/AUTO TRANSMISISON)	$1,469.07	$110.90	$191.78
HALL CHEVROLET	$ 9,394.78	$ 9,394.78	45 DAYS	30 DAYS	$629.00 (350 CID)	N/C	N/A	$97.75
A C COLLINS FORD	$ 9,828.00	$10,339.03	90 DAYS	30 DAYS	N/C (300 CID)	$511.03	$85.00	$153.00
JOE MEYERS FORD BID W/351 CID V-8	$ 9,836.10	$10,332.00	60 DAYS	90 DAYS	$951.20 (460 CID)	$495.90	N/A	N/A
KNAPP CHEVROLET	$ 9,994.00	$10,490.00	75-90 DAYS	30 DAYS	$728.00 (454 CID)	$496.00	$106.00	$170.00
JACK ROACH FORD	$10,201.45	$10,712.48	90-120 DAYS	90 DAYS	$653.04 (351 CID)	$511.03	N/A	N/A
GILMAN DODGE	$10,461.40	$10,941.65	90-120 DAYS	120 DAYS	$629.00 (360 CID)	$480.25	$110.50	$170.00
EAST BERNARD FORD	$10,938.76	$11,449.79	90 DAYS	90 DAYS	$653.04 (351 CID)	$511.03	$90.00	$150.00
CHUCK RATHERT CHEVROLET	$10,235.00	DOES NOT MEET SPECIFICATIONS; DELIVERY TIME NOT STATED.						

*DUB MILLER FORD REQUESTED TO WITHDRAW BID ON MARCH 5, 1987.

01712 0032

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW 3/4 TON PICKUP TRUCKS CONT.
BID #87-19

COMPANY	OPTIONAL EQUIPMENT CONT. PAINTED REAR STEP BUMPER	CHROME REAR STEP BUMPER	DUAL FUEL TANKS	AIR CONDITIONING	TINTED GLASS	AM RADIO	AM/FM RADIO	100 AMP ALTERNATOR	CLOTH SEATS
DUB MILLER FORD	$110.90	$191.78	$209.38	$668.61	$40.44	$51.83	$123.35	$30.60	$85.00
HALL CHEVROLET	$110.50	$170.00	$277.00	$663.85	$40.80	$103.70	$153.85	N/C	$60.35
A C COLLINS FORD	$85.00	$153.00	$209.38	$668.61	$40.44	$51.83	$71.52	$54.00	$83.00
JOE MEYERS FORD	$107.57	$186.03	$203.10	$648.55	$39.23	$50.28	$69.37	$52.38	$82.45
KNAPP CHEVROLET	$120.00	$180.00	$240.00	$665.00	$41.00	$104.00	$150.00	$110.00	$71.00
JACK ROACH FORD	$74.65	$124.65	$209.38	$668.61	$40.44	$51.83	$123.35	$54.00	$85.00
GILMAN DODGE	$110.50	$170.00	N/A	$663.85	STD	$123.25	$227.80	N/A	$60.35
EAST BERNARD FORD	$90.00	$150.00	$209.38	$668.61	$40.44	$51.83	$71.52	N/A	$85.00
CHUCK RATHERT CHEVROLET	DOES NOT MEET SPECS.								

01713

AS PER ORIGINAL

0032

PURCHASE OF ONE (1) OR MORE NEW 3/4 TON PICKUP TRUCK

1. LIST MAKE AND MODEL: Must be new. _____

2. GROSS WEIGHT: 8500 lbs. minimum.

3. ENGINE CID: 302, V-8 minimum.

4. WHEELBASE: 131" minimum.

5. GASOLINE POWERED REQUIRED.

6. TRANSMISSION: Three speed standard.

7. HEATER: Factory installed, fresh air type.

8. TIRES & WHEELS: 16 inch truck type wheels, 16 black wall truck tires with full size spare same as on vehicle (total 5 tires); jack, handle and lug wrench included.

10. SPEEDOMETER & ODOMETER: To be calibrated to tire size.

11. RADIATOR: Heavy duty, to include coolant recovery system, maximum duty fan and fan shroud.

12. POWER STEERING.

13. POWER BRAKES.

14. BATTERY: 12 volt.

15. BODY: Shall be smooth exterior fleet side type.

16. SHOCK ABSORBERS: Heavy duty.

17. WINDSHIELD WIPERS: Two (2) speed with electric windshield washer.

18. STATE SAFETY INSPECTION STICKER.

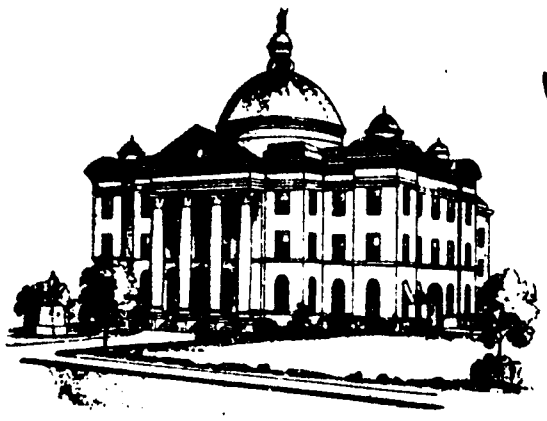
19. VINYL UPHOLSTERY:

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

Item 28

AS PER ORIGINAL

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

THE STATE OF TEXAS COUNTY OF FORT BEND

March 5, 1987

Each Member
Commissioners Court
Fort Bend County, Texas

We have received a request from Dub Miller Ford to rescind their bids on ½ ton and 3/4 ton pickup trucks.

The 3/4 ton truck bid has not been awarded so we have no problem there.

BUT, on February 23, 1987 the Court accepted their bid on ½ ton pickup trucks and four (4) were ordered for Drainage.

I have put it on the agenda to "consider acceptance of withdrawal of bid from Dub Miller Ford and cancel award made on February 23, 1987 and further award bid to next low bidder". It is hoped that this letter will clarify the agenda item.

I am making Mr. Wagenbach aware of this problem should the Court seek legal recourse.

Thank you,

John J. Hammett

John J. Hammett

FORD
GOLD STAR DEALER
DUB MILLER, inc.

RECEIVED
'87 MAR -4 [illegible]
PURCHASING AGENT
FORT BEND COUNTY

01715

0032

PER ORIGINAL

March 3, 1987

John J. Hammett
Purchasing Agent
Fort Bend County

Mr. Hammett:

In recieving your letter in response to bid 437-20, a substantial pricing error was discovered. Ford Motor Company would not credit certain options for a 953.00 dollar savings, we were attempting to pass along to the county. We have no choice but to regretfully rescind our bid immediately. I have returned your purchase orders in this letter. Please forgive us, we were only trying to save the county tax dollars.

Sincerely,

J.Mark Foreman
Fleet/Leasing Dept.
Dub Miller Ford, Inc.

Bill Miller

MAILING ADDRESS: P.O. BOX 918/ROSENBERG, TEXAS 77471
5015 AVENUE H/ROSENBERG, TEXAS 77471/(713)342-5611

FORD
GOLD STAR DEALER
DUB MILLER, inc.

AS PER ORIGINAL

01716

RECEIVED

0032

'87 MAR -5 A8:51

PURCHASING DEPT.
FORT BEND COUNTY

March 4, 1987

3/4 Ton

John J. Hammett
Purchasing Agent
Fort Bend County

Mr. Hammett:

In submitting bids on F-250 trucks, a substantial pricing error was discovered. Ford Motor Company would not credit certain options for a 953.00 dollar savings, we were trying to pass along to the county. We have no choice but to regretfully rescind our bid immediately.

Sincerely,

J. Mark Foreman
Fleet/Leasing Dept.
Dub Miller Ford, Inc.

MAILING ADDRESS: P.O. BOX 912/ROSENBERG, TEXAS 77471
5015 AVENUE H/ROSENBERG, TEXAS 77471/(713)342-5611

01717 0032 AS PER ORIGINAL

28

PURCHASE OF ONE (1) OR MORE NEW ½ TO PICKUP TRUCKS
BID #87-20

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE	OPTIONAL EQUIPMENT 302 CID MIN. ENGINE	AUTOMATIC TRANSMISSION	AIR CONDITION	AM/FM RADIO	AM RADIO	CLOTH UPHOLSTERY	8 FT. BED
* KNAPP CHEVROLET	$7,325.00	75-90 DAYS	90 DAYS	$400.00	$480.00	$660.00	$150.00	$104.00	$71.00	$153.00
**HALL CHEVROLET	$7,618.69	45 DAYS	30 DAYS	$420.75	N/C	$663.85	$153.85	$103.70	$60.35	$158.79
A.C. COLLINS FORD	$7,890.00	90 DAYS	30 DAYS	$472.68	$511.03	$668.81	$71.52	$51.83	$85.00	$156.52
GILMAN DODGE	$8,036.90	90-120 DAYS	120 DAYS	$420.75	$480.25	$663.85	$227.80	$123.25	$60.35	$156.40
EAST BERNARD FORD	$8,220.82	90 DAYS	90 DAYS	$472.68	$511.03	$668.61	$71.52	$51.83	$85.00	$156.52
DUB MILLER FORD	$6,995.87	REQUEST THAT BID BE WITHDRAWN.								
JACK ROACH FORD	$7,856.00	DOES NOT MEET SPECIFICATIONS ON FUEL TANK CAPACITY.								
JOE MYERS FORD	$7,279.63	DOES NOT MEET SPECIFICATIONS ON FUEL TANK CAPACITY.								
CHUCK RATHERT CHEV.	$7,695.00	DOES NOT MEET SPECIFICATIONS DELIVERY TIME NOT STATED.								

01718

0032

AS PER ORIGINAL

COMPANY	PAINTED REAR BUMPER	PAINTED REAR STEP BUMPER	REARVIEW MIRRORS	DUAL FUEL TANKS	POWER STEERING	4-WD WITH STD TRANSMISSION	4-WD WITH AUTO TRANSMISSION	EXT. TRANSMISSION OIL COOLER
*KNAPP CHEVROLET	$106.00	$110.00	$44.00	$235.00	$233.00	$2,350.00	$2,975.00	$65.00
**HALL CHEVROLET	N/A	$110.50	$44.20	$235.45	$233.75	$2,335.28	$2,335.28	$53.55
A.C. COLLINS FORD	$85.00	$85.00	$73.61	$209.38	STD	$2,078.20	$2,589.23	$86.03
GILMAN DODGE	$110.50	$110.50	$73.95	N/A	$233.75	$2,368.95	$480.25	$53.55
EAST BERNARD FORD	$90.00	$90.00	$73.61	$209.38	N/C	$1,917.68	$2,428.71	N/C WITH AIR
DUB MILLER FORD	REQUEST THAT BID BE WITHDRAWN							
JACK ROACH FORD	DOES NOT MEET SPECIFICATIONS							
JOE MYERS FORD	DOES NOT MEET SPECIFICATIONS							
CHUCK RATHERT CHEV.	DOES NOT MEET SPECIFICATIONS							

* LOW BIDDER UNLESS 4-WD AUTOMATIC TRANSMISSION IS REQUESTED.

** LOW BIDDER WITH 4-WD AUTOMATIC TRANSMISISON

01719

AS PER ORIGINAL 0032

PURCHASE OF ONE (1) OR MORE NEW 1/2 TON PICKUP TRUCKS

1. MAKE AND MODEL: Must be new. _____

2. GVWR: 4,800 lbs minimum.

3. TRUCK BED LENGTH: 6' long minimum.

4. ENGINE: 6 cylinder, standard carburetor, inline fuel filter, standard fuel pump, gasoline.

5. DRY TYPE AIR-CLEANER, ENGINE OIL FILER WITH REPLACEABLE SPIN-ON ELEMENT.

6. FACTORY INSTALLED FRESH AIR TYPE HEATER.

7. TIRES AND WHEELS: Wheels to be truck type, 15". Tires to be minimum of P195/75R15 black wall truck tires. Full size spare same as on vehicle (total 5 tires). Jack, handle and lug wrench included.

8. SPEEDOMETER AND ODOMETER: Shall be calibrated to tire size.

9. VEHICLE TO BE EQUIPPED WITH THE FOLLOWING: A minimum 50 AMP alternator and transistorized regulator and electronic ignition system. Battery shall be heavy duty 12-volt.

10. VINYL UPHOLSTERY:

11. BODY STYLE: Body shall be smooth exterior fleet side type.

12. HEAVY DUTY SHOCK ABSORBERS.

13. SAFETY PACKAGE SHALL INCLUDE: Padded dash, day-night inside rear-view mirrors. Dual padded sunvisors, high note horn, backup lights, turn signals and hazard flashers. Retractable seat belts.

14. TRANSMISSION: 3-speed manual.

15. WINDSHIELD WIPERS: Two speed windshield wipers with electric windshield washer.

16. FUEL TANK CAPACITY: 18 gallon minimum.

17. BRAKES: Shall be disc on front, drum on rear.

18. WHEELBASE: 115" minimum.

19. INSIDE DOME LIGHT:

20. POWER BRAKES.

21. STATE OF TEXAS INSPECTION STICKER.

NAME OF BIDDER OR CONTRACTOR:	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: SIGNED:	DATE OF BID:

29. MEET IN CLOSED SESSION TO DISCUSS LITIGATION, LAND, AND PERSONNEL MATTERS AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F,G), V.T.C.S., AND CONSIDER TAKING ACTION:

ORIGINAL

Met in Closed Session.

No action taken.

30. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF VEHICULAR FUELS FOR FORT BEND COUNTY (#87-17); (2) FURNISH & INSTALL 1,000 GALLON GREASE TRIP AT COUNTY JAIL (#87-22); (3) PURCHASE OF ONE OR MORE NEW CRAWLER TRACTORS WITH BLADE (#87-23); (4) SEALED REQUEST FOR PROPOSALS FOR ONE MULTI CHANNEL EMERGENCY MESSAGE RECORDER (E.M.S.) (RFP #87-24); (5) PROVIDING LIFE, HEALTH, & DENTAL INSURANCE TO COUNTY EMPLOYEES & PROVIDING DISABILITY INSURANCE COVERAGE TO COUNTY EMPLOYEES; & (6) PROVIDING PUBLIC OFFICIALS, LAW ENFORCEMENT, DISHONESTY, PROPERTY, BLANKET AND VALUABLE PAPER INSURANCE COVERAGE FOR FORT BEND COUNTY:

Open bids for purchase of vehicular fuels for Fort Bend County:

The following bids were presented to Commissioners' Court for review.

A) BOSSE OIL CO.
B) MAJOR BRAND OILS, INC.
C) MIKE KROLCZYK, INC.
D) STAVINOHA'S PERTROL SUPPLY
E) BERNSHAVSEN
F) CHAMPLIN PETROLEUM
G) TEXAS GULF GAS

Open bids for furnishing & installation of 1,000 gallon grease trip at County Jail:

The following bids were presented to Commissioners' Court for review.

A) R.W. CONSTRUCTION
B) HALBISON PLUMBING

Open bids for purchase of one or more new crawler tractors with blade:

The following bids were presented to Commissioners' Court for review.

A) HI-WAY EQUIPMENT CO.
B) WAUKESHA-PEARCE INDUSTRIES

Open bids for sealed requests for proposals for one multi channel emergency message recorder (E.M.S.):

The following proposals were presented to Commissioners' Court for review.

A) DICTAPHONE
B) LANIER CORPORATION

Open bids for providing Life, Health, & Dental Insurance to County Employees & providing Disability Insurance coverage to County employees:

The following bids were presented to Commissioners' Court for review.

A) STANDARD
B) MAXICARE
C) TRAVELERS
D) REESE INS.
E) PAN AMERICAN
F) ALLIANCE
G) POLLY RYON HOSP.
H) MILTON GODWIN
K) DENTICARE
L) J.W. TERRY INS.
M) CIGNA HEALTH
N) DENNEY & ASSOC.
O) SUNDAY & ASSOC.
P) UNITED MEDICAL PLAN
Q) FUNDING BENEFITS
R) COUNCIL/COVELL (PROPERTY)

30/1
01721

BID ITEM: PURCHASE OF VEHICULAR FUELS FOR FORT BEND COUNTY

BID NUMBER: 87-17

VENDORS NOTIFIED BY LETTER

AS PER ORIGINAL

0032

COMPANY	BID SUBMITTED
BOSSE OIL CO.	✓
EXXON CO., USA	
GALVESTON OIL TERMINAL	
GULF BUTANE CO.	
JEFFERSON/FAZAL	
JIM PETTIGREW SALES & SERVICE	
JONES OIL CO.	
MAJOR BRAND OILS, INC.	✓
MIKE KROLCZYK, INC.	✓
MOBILE OIL CONSIGNEE	
STAVINOHA'S PERTROL SUPPLY	✓
SUGAR LAND BULK	
BERNSHAUSEN	✓
Champlin Petroleum	✓
Texas Gulf Gas	✓

30/2

BID ITEM: FURNISH AND INSTALL 1000 GALLON GREASE TRAP AT THE FORT BEND COUNTY JAIL 01722

BID NUMBER: 87-22

VENDORS NOTIFIED BY LETTER

AS PER ORIGINAL 0032

COMPANY	BID PRICE
ALLIED CONCRETE MATERIALS, INC.	
BASS CONSTRUCTION CO., INC.	
COYLE BUILDERS, INC.	
COL. BRO. CON., INC.	
CYTEX CONSTRUCTION, INC.	
DMW CONSTRUCTION CO.	
DANIEL MCCLUNG	
ED MEYER BUILDING CO.	
GARZA CONSTRUCTION	
GENE SEBESTA	
HENRY BROTHERS, INC.	
HOWARD S. STONE CONSTRUCTION CO.	
J. L. DRYMALL CONSTRUCTION CO.	
JACO CONSTRUCTION, INC.	
JAMES ELLIOTT	
M & M BUILDERS	
METER-V CONSTRUCTION CO.	
NMC & CO.	
N & R CONSTRUCTION, INC.	
NATIONWIDE CONSTRUCTION, INC.	
PER-CON CONTRACTORS	
R. JOSEPH	
R. W. CONSTRUCTION	3200
RANDALL CONSTRUCTION CO.	
RAY W. WOOD	
ROMEX CONSTRUCTION	
SHAB BUILDERS	
SHANKS CONSTRUCTION	
STEVE MANGUN	
SUMCO, INC.	
UNDERWOOD CONSTRUCTION	
WEHRING PROPERTIES	
HALBISON PLBG CO.	
Halbison Plumbing	2799.00 ~~27,099.00~~

30/3

01723

0032

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTORS WITH BLADE

BID NUMBER: 87-23

VENDORS NOTIFIED BY LETTER

AS PER ORIGINAL

COMPANY	BID PRICE
ALL WAYS EQUIPMENT	
BADO EQUIPMENT CO.	
BOETTCHER-HLAVINKA	
BRAZOS EQUIPMENT SALES, CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D.M. COOK CO.	
E.L. LESTER CO.	
EAGLE LAKE IMPLEMENT CO.	
EAST BERNARD IMPLEMENT CO.	
ENVIRONMENTAL SALES & SERVICE	
GEMCO EQUIPMENT CO.	
GULF MACHINERY	
HALL EQUIPMENT & SUPPLY CO.	
HAMILTON EQUIPMENT	
HERTZ EQUIPMENT CO.	
HI-WAY EQUIPMENT CO. ✓	169,455.00
HOUSTON ~~TRACTOR~~ HEAVY EQUIPMENT, INC.	
HYCO EQUIPMENT CO.	
INGERSOLL-RAND	
JACK DAVIS TRUCK & EQUIPMENT	
MCDONAL EQUIPMENT	
MUSTANG TRACTOR & EQUIPMENT	
NICKELL DISTRIBUTORS	
PLAINS MACHINERY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT	
ROMCO EQUIPMENT CO.	
S & N POWER PRODUCTS	
SEALY TRACTOR AND IMPLEMENT	
SOUTH TEXAS EQUIPMENT CO.	
SOUTH TEXAS LANDFORMING	
TOM FAIRY	
TROJAN INDUSTRIES, INC.	
WACKER CORPORATION	
WAUKESHA-PEARCE INDUSTRIES ✓	178,972.00
WORLD WIDE WELDING & PRESS, INC.	

30/4

01724

BID ITEM: PURCHASE OF MULTI-CHANNEL LOGGING RECORDER AND DIGITAL EMERGENCY MESSAGE REPEATER FOR THE FORT BEND COUNTY EMERGENCY MEDICAL SERVICE WITH TRADE-IN

RFP NUMBER: 87-25

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID SUBMITTED
ATSI COMMUNICATIONS SYSTEMS	
COMMUNICATIONS AND EMERGENCY PRODUCTS	
COMMUNICATIONS SYSTEMS	
COMMUNICATIONS CORP. OF AMERICA	
DICTAPHONE	✓
DIXIE USA, INC.	
ELECTRONIC ENTERPRISES, INC.	
GENERAL ELECTRIC CO.	
GTE PAGING SERVICES	
LANIER CORPORATION	✓
MOBILRADIO, INC.	
MOTOROLA, INC.	

30/546

01725

AS PER ORIGINAL

0032

A Standard
B Maxicare
C Travelers
D Reese Ins.
E Pan American Life
F Alliance
G Polly Ryon Hosp.
H Milton Godwin
I Prudential
J Texas Interstate Ins.
K Denticare
L J. W. Terry Ins.
M Cigna Health
N Denney & Assoc.
O Sunday & Assoc.
P United Medical Plan
Q Funding Benefits
R Council/Covel (Property)
S Council/Covel (Life)
T Sanus Texas Health Plan

01726

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

AS PER ORIGINAL

0032

On this the 9 day of March, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

I) PRUDENTIAL S) COUNCIL/COVELL (LIFE)
J) TEXAS INTERSTATE T) SANUS TEXAS HEALTH PLAN

Open bids for providing Public Officials, Law Enforcement, Dishonesty, Property, Blanket, and Valuable Paper Insurance coverage for Fort Bend County:

Same as above.

31. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor. (Recorded in minutes in full)

32. ADJOURNMENT:

Commissioner Court adjourned at 3:25 p.m. Monday, March 9, 1987.

01727 A

0032

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON APRIL 16, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.01514

ENDING WITH
FILM CODE NO. VOL.0032 PG.01727

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

017278
0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF APRIL, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 01728.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 23, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meeting of March 9, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Review fee officers' monthly reports.

6. Sheriff Gus George, re: (1) consider renewal of agreement with Harris County for participation in the Justice Information Management System; (2) request extension of sick leave for employee; & (3) request to advertise for bids for equipment for Identification Division (funds are available).

7. Constable R. G. Parker, Precinct 3, re: request additional funding in salary line item to pay temporary deputy for 1987.

8. Mr. Al Dobson, Chief Adult Probation Officer, re: accept proposal and allocate funds to purchase phone system for Legion Dr. office building.

9. Mr. Sam Dick, District Attorney, re: withdraw motion for resolution in support of creating County Attorney's position.

10. Mr. Sid McArthur, Vehicle Maintenance Director, re: request to advertise for bids for a ~~1,200~~ 12,000 lb. automotive lift.

11. Marsha Gaines, Tax Assessor/Collector, re: (1) request approval of refunds to Title USA Co. of Houston; & (2) request to advertise for bids for microfilming old tax rolls.

12. Consider reappointment of County Fire Marshal.

13. Consider request from County Firefighters' Assn. to cover expenses in the amount of $3,515 for firefighters' school.

14. Consider approval of invoices from Chris DiStefano, Architect in the amount of $84,000 for Annex II project, and $[illegible],016.71 for Buildings C & D, Prct. 1 maintenance facility.

15. Consider accepting bids on insurance proposals.

16. Consider accepting bank depository proposals.

17. Consider voiding outdated checks and redeposit into various funds.

18. Transfer funds from Precinct 1 ending balance into Capital Projects Fund.

19. Accept Horseshoe Drive in Big Creek Rural Estates into the County road maintenance system in Precinct 1.

20. Advertise for bids for pneumatic hydraulic road packer & emulsion storage tank.

21. Consider approval of agreement with Houston Lighting & Power for utilization of their easement for parking adjacent to County Library.

22. Consider request from Coastal Plains Soil & Water Conservation District #317 for financial support.

23. Consider request for tax exemption for property located at 1810 Ave. M, Rosenberg (Teague-Waddell House).

24. Appropriate funds to pay condemnation award on Blase property.

CONTINUED

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
MARCH 23, 1987

AS PER ORIGINAL

25. Consider Memorandum of Understanding regarding payment to Greater Fort Bend Economic Development Council.

26. Consider ad valorem tax assessment contract with Kendleton I.S.D.

27. Consider approval of interlocal agreement between Fort Bend County Drainage District and the City of Fulshear.

28. Consider setting a public hearing for replat of The Market at First Colony in Prect. 3 and/or take other possible action.

29. Consider application from Fort Bend Telephone Co. to lay cable under Megan and along Needville-Fairchilds Rd. in Precinct 2.

30. Consider application from Hansen Minerals Co. to install pipeline under Harlem Rd. in Precinct 4.

31. Reset date of County Auction to May 17 at ~~1:30~~ 12:30 p.m.

32. Accept bids for the following: (1) Furnish & install 1,000 gal. grease trap at Jail (#87-22); (2) Purchase of one or more new crawler tractors with blade (#87-23); (3) Special court binders for County Clerk (#87-24); (4) Special court binders for District Clerk (#87-26).

33. Meet in Closed Session to discuss litigation and land matters as authorized by Art. 6252-17, Section 2 (e)&(f), V.T.C.S.; and take action, if necessary.

34. 1:30 p.m. - Open bids for the following: (1) One or more new crawler tractors with hydraulic boom mower with or without trade-in (#87-27); and (2) One or more new rubber tired tractors with hydraulic boom mower with or without trade-in (#87-28).

35. 1:30 p.m. - Consider approval of plats for: (1) Tierra Grande Subdivision in Precinct 2; (2) Church Park Subdivision in First Colony in Precinct 4; (3) Replat of West Oaks Village, Section 1 in Precinct 3.

36. 1:45 p.m. - Drainage District Board will convene. (Separate agenda filed and posted.)

37. 2:00 p.m. - Hold public hearing on the proposed use of Revenue Sharing Funds.

38. Approve bills.

39. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
MAR 19 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavincha
Jodie E. Stavincha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels Courthouse Annex, Richmond, Texas, on Thursday, March 19, 1987 at 3:10 p.m by D. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 23, 1987
1:45 O'CLOCK P.M.

AS PER ORIGINAL

1. Consider approval of and execute amended agreement between Fort Bend County, Fort Bend County Drainage District and Pecan Grove M.U.D.

2. Mr. Larry Dunbar, Espey, Huston & Associates, re: status on watershed study for Oyster Creek.

3. Consider request by City of Stafford & City of Missouri City to accept the construction concept of the Stafford Run Drainage Study prepared by Jones & Carter Inc. as the master plan for the watershed.

4. Consider approval of a drainage easement on Long Point Slough through Park Westheimer in Precinct 3.

5. Discuss and approve engineering study and plans for Ditch "H" at Highway 90-A Bridge. Funds from Upper Oyster Creek participations and bridge program.

6. Discuss Big Creek Hearing before Texas Water Commission and approve hearing expenses--engineering and legal fees.

7. Review Drainage District monthly report.

8. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
MAR 19 1987
Diana Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 19, 1987 at 3:10 p.m. by N. Lawley.

REGULAR SESSION

BE IT REMEMBERED That on this 23 day of MARCH, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF MARCH 9, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of March 9,1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfers in budgets as follow with the exception of Juvenile Probation. (Recorded in minutes in full)

Fairgrounds
Constable #4
Internal Operations
County Clerk

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

County Treasurer
Tax Assessor/Collector
County Clerk
Justice of Peace Precinct 2, Place 1
Data Processing
District Attorney
Commissioner Precinct #2

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept fee officers and non-fee officers monthly report for February 1987 as presented by County Auditor.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 23 day of MARCH, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

COUNTY CLERK	DEPT. 0002 LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
SALARIES	0200	606,388.24	599,188.24	(7200)
TEMP	0201	2,000.00	9,200.00	7200

DATE: 3/23/87

DEPARTMENT HEAD: Dianne Wilson

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 23rd day of March, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Internal Operaions 0038 DEPT.	FROM	TO	INCREASE (DECREASE)
0200 Salaries & Labor	$57,317.00	$56,657.00	($660.00)
0201 Temporary or Extra Help	$500.00	$1,160.00	$660.00

DATE: March 19, 1987

DEPARTMENT HEAD: John Hemmett

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL C1734

0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 16th day of March, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Constable Pct 4			
Conferences/Seminars	500.00	300.00	(200.00)
Education Expense	350.00	450.00	200.00

DATE: _____

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

AS PER ORIGINAL 01735

0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 23rd day of March, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Fairgrounds 33			
Repairs To Building	18,000.00	17,000.00	(1,000.00)
Repairs To Equipment	900.00	1,900.00	1,000.00

DATE: 3-10-87

DEPARTMENT HEAD: Jerry Whitten

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

4

AS PER ORIGINAL

01736

0032

RECEIVED
MAR 23 1987
COUNTY AUDITOR

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Ben G. Denham

Period: Date of Departure 03-31-87

Date of Return 04-01-87

Purpose of Trip: Attend Hearing on Big Creek

Places to be Visited: Austin, Tx.

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Ben G. Denham
Name

03-17-87
Date

Commissioner Pct. 2
Title

* *

Approved: Commissioners' Court

County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

31897 ps

AS PER ORIGINAL C1737

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Carol Holub

Period: Date of Departure April 8, 1987

Date of Return April 8, 1987

Purpose of Trip: Attend Seminar "Managing People"

Places to be Visited: Westin Oaks, Houston, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) personal

Chuck Miller
Name

March 3, 1987
Date

Director of Data Processing
Title

Funds available in '87 budget

* *

Approved: Commissioners' Court

County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Laurie Meister

Period: Date of Departure March 31, 1987

Date of Return March 31, 1987

Purpose of Trip: Attend Seminar "Successful Telephone Techniques"

Places to be Visited: Westin Oaks, Houston, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal

Charles W. Miller/ Charles W. Miller 3/11/87
Name

March 11, 1987
Date

Director Of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01739

0032

COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gale Hyde

Period: Date of Departure April 13, 1987

Date of Return April 16, 1987

Purpose of Trip: Attend Disaster Recovery Course

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Kathy Hymson
Name

March 12, 1987
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01740

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Nathaniel Watson

Period: Date of Departure April 3, 1987

Date of Return April 3, 1987

Purpose of Trip: HGAC - Regional Economic Dev. Seminar

Places to be Visited: Houston, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Ben G. Denham
Name

3-11-87
Date

Commissioner Precinct 2
Title

* *

Approved: Commissioners' Court

County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01741

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Larry Wagenbach & Mark Price

Period: Date of Departure 3-25-87

Date of Return 3-27-87

Purpose of Trip: Civil Law Seminar

Places to be Visited: Austin, Tex

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

Name

3-13-87
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

3/13 J. Stevenson
County Judge
emergency

3-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

C1742

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

RECEIVED
MAR 16 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Charles W. Miller, Connie Heinecke, Mary Shemanski

Period: Date of Departure March 24, 1987

Date of Return March 26, 1987

Purpose of Trip: Attend Texas Association Of Governmental Data Processing Managers Conference

Places to be Visited: Marriott Hotel, San Antonio, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto (will be spending 2 nights)

Charles W. Miller / Charles Miller 3/13/87
Name

March 13, 1987
Date

Director Of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavenoha
County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01743

WHITE ORIGINAL

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by~~ FOR the following persons:

Mary Salais

Period: Date of Departure April 21, 1987

Date of Return April 24, 1987

Purpose of Trip: 20 hour Clerks Training

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

R. George Molina
Name

R. George Molina
Justice of the Peace Prct 2-1
Title

18 March '87
Date

* *

Approved: Commissioners' Court

County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

01744

AS PER ORIGINAL

RECEIVED MAR 20 1987 COUNTY JUDGE

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

SHIRLEY DAVIS

JAN EASLEY

Period: Date of Departure 3-25-87 and 3-24-87

Date of Return 3-25-87 and 3-24-87

Purpose of Trip: election committee meeting

Places to be Visited: AUSTIN

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Dianne Wilson
Name

3-20-87
Date

COUNTY CLERK
Title

fund #74

* *

Approved: Commissioners' Court

County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 01745

0032

COUNTY OF FORT BEND

RECEIVED MAR 20 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Marsha P. Gaines, Tax Assessor-Collector

Period: Date of Departure 3-23-87

Date of Return 3-25-87

Purpose of Trip: Testify Before the Jurisprudence Committee

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Marsha P. Gaines
Name

3-20-87
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

01746

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RECEIVED
MAR 23 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 3/23/87

Date of Return 3/25/87

Purpose of Trip: Legislation

Places to be Visited: Austin, TX

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal auto

Kathy Hynson
Name

3/23/87
Date

County Treasurer
Title

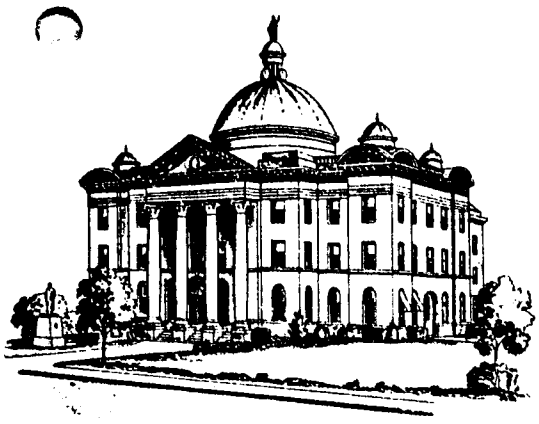
* *

Approved: Commissioners' Court

County Judge

3-23-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

March 23, 1987

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 1987. 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, 1987.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of February 1987 be approved as recommended by the County Auditor in her letter of March 23, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterling Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AS PER ORIGINAL

AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

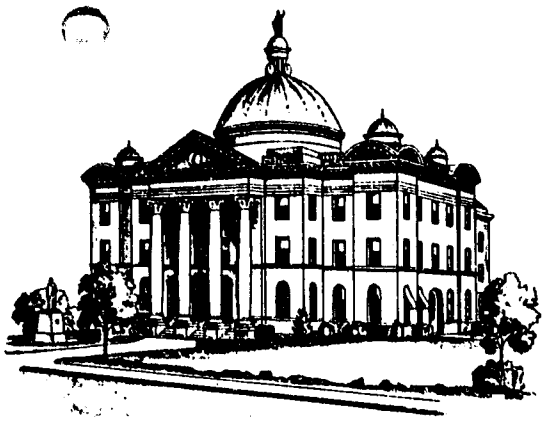
FEBRUARY 1987

CHILD SUPPORT	2,196.00
HEALTH AND SANITATION	716.00
AMBULANCE	9,669.73
ANIMAL CONTROL	2,939.50
SANITARY LANDFILL	100,629.91
LIBRARIES	3,755.32
INDIGENT CARE	195.00
FAIRGROUNDS	4,897.25
ADULT PROBATION (FUND 99)	38,542.80
JUVENILE PROBATION	2,009.30
COUNTY ENGINEERING	420.00
BAIL BOND BOARD	500.00
TOTAL FOR THE MONTH	166,470.81

AS PER ORIGINAL 0032

JOYCE TOMPKINS

COUNTY AUDITOR



COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

March 23, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of February 1987. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The monthly report of Justice of the Peace Pct. 4 James Adolphus reflects total collections for the month, however actual deposits to the Fee Officer Account are short $528.00. This is the amount of fines and fees collected on February 13, 1987 which were stolen from his office safe together with the change fund.

Also criminal fees for JP4 were understated by $5.00 for an NSF service charge fee (which is normally 15.00) that was not reported or receipted, but was deposited. Our report includes this service charge included in the criminal fines and fees.

Constable Roden's report for February includes some adjustements made in commissions that are being paid over to the county on writs of executions which were collected by Constable Hejl in December, 1986. These writs had not been previously reported by Constable Hejl. The writs have been paid to the plaintiff's this week and adjustments were made to correct the error in figuring the commission on the total amount of the judgement rather on the amount actually collected. The proper procedures have been explained to Constable Roden and are now being followed. Plans are underway to convert the unauthorized docket system to the new Constable's computerized docket and reporting system.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

AS PER ORIGINAL

If the Court concurs, the following order might be adopted:

Moved be Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of December 1986 be approved as recommended by the County Auditor in her letter of January 26, 1987.

Sam Dick, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AS PER ORIGINAL 0032

FEE OFFICERS REPORT TO COMMISSIONERS COURT
FEBRUARY 1997

OFFICER	GROSS	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	1,143.50	1,143.50			1,143.50
County Clerk					
Civil	69,635.00				
Criminal	37,913.50	63,043.75	21,848.75	22,656.00	107,548.50
District Clerk					
Civil	43,470.96				
Criminal	11,966.50	25,202.67	3,228.00	27,006.79	55,437.46
Tax Collector	157,682.71	157,682.71	0.00		157,682.71
District Atty.****	2,494.51	0.00	0.00	2,494.51	2,494.51
Sheriff					
Civil	20.00				
Criminal	30,965.38	4,956.00	0.00	26,029.38	30,985.38
J.P. #1					
Civil	1,334.00				
Criminal	13,349.00	10,497.65	0.00	4,185.35	14,683.00
J.P. #2-1					
Civil	1,872.00				
Criminal	5,163.50	5,679.50	0.00	1,356.00	7,035.50
J.P. #2-2					
Civil	259.00				
Criminal	21,245.00	15,958.50	0.00	5,545.50	21,504.00
J.P. #3					
Civil	3,374.80				
Criminal	3,691.50	6,359.10	0.00	707.20	7,066.30
J.P. #4					
Civil	9,283.51				
Criminal	1,512.00	8,531.51	0.00	2,264.00	10,795.51
Constable #1	9,283.30	3,316.24	0.00	5,967.06	9,283.30
Constable #2	2,165.00	2,165.00	0.00		2,165.00
Constable #3	10,835.63	7,129.94	0.00	3,705.69	10,835.63
Constable #4	3,190.00	2,952.38	0.00	237.62	3,190.00
TOTAL		314,918.45	25,076.75	102,153.10	441,850.30

* County Revenues deposited into the General Fund.
** County Revenues deposited into the Road & Bridge Fund.
*** Other Misc. Fees and Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A., Sheriff, Constable, Animal Control; State Comptroller, Court Taxes, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and also will be reported on the annual report.
**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

TAX COLLECTOR

FEBRUARY 1987

AS PER ORIGINA

HIGHWAY FEES	
ROAD & BRIDGE	
INTEREST FOR JANUARY	59,103.37
TITLES - MOTOR VEHICLES	7,585.00
COMMISSION NOVEMBER TAX & MUD	26,550.55
COMMISSION DECEMBER TAX & MUD	50,384.82
COMMISSION JANUARY TAX & MUD	10,472.47
BEER & LIQUOR JANUARY	3,312.50
BEER & LIQUOR COMMISSION JANUARY	274.00
	$157,682.71

6. SHERIFF GUS GEORGE, RE: (1) CONSIDER RENEWAL OF AGREEMENT WITH HARRIS COUNTY FOR PARTICIPATION IN THE JUSTICE INFORMATION MANAGEMENT SYSTEM; (2) REQUEST EXTENSION OF SICK LEAVE FOR EMPLOYEE; & (3) REQUEST TO ADVERTISE FOR BIDS FOR EQUIPMENT FOR IDENTIFICATION DIVISION (FUNDS ARE AVAILABLE):

Consider renewal of agreement with Harris County for participation in the Justice Information Management System:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal of agreement with Harris County for participation in the Justice Information Management System. (Recorded in minutes in full)

Request extension of sick leave for employee:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to extend sick leave for Carl L. Spradley, Sheriff Deputy for 30 days from 3-7-87 to 4-7-87 as presented by Cpt. Tom Sparkman. (Recorded in minutes in full)

Request to advertise for bids for equipment for identification division (funds are available):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for equipment for identification division (funds are available) (Recorded in minutes in full)

7. CONSTABLE R. G. PARKER, PRECINCT 3, RE: REQUEST ADDITIONAL FUNDING IN SALARY LINE ITEM TO PAY TEMPORARY DEPUTY FOR 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appropriate $7,263.00 to continue to pay for a temporary deputy for 90 days for Constable Precinct 3. Funds to come from Contingency Fund.

Constable Parker request $29,052 for temporary deputy for remaining of 1987.

8. MR. AL DOBSON, CHIEF ADULT PROBATION OFFICER, RE: ACCEPT PROPOSAL AND ALLOCATE FUNDS TO PURCHASE PHONE SYSTEM FOR LEGION DR. OFFICE BUILDING:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, to accept proposal from ISOLTEC Texas for telephone system for the Adult Probation building in the amount of $46,778.00.

equipment	$ 19,138.00	
8 trunks	$ 12,384.00	
tele. operator	$ 15,256.00	plus benefits
Total	$ 46,778.00	

Al Dobson requires $10,812.00 in 1987 budget for new system. No funds are available.

MOTION WITHDRAWN.

9. MR. SAM DICK, DISTRICT ATTORNEY, RE: WITHDRAW MOTION FOR RESOLUTION IN SUPPORT OF CREATING COUNTY ATTORNEY'S POSITION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize withdrawal of Motion for Resolution in support of creating County Attorney's position as requested by Sam Dick, District Attorney.

AS PER ORIGINAL

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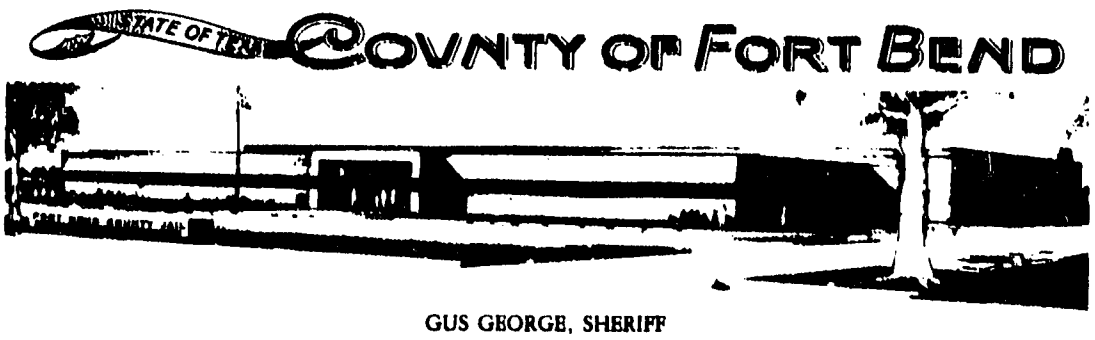

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

March 10, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct#4

Gentlemen:

We request the following item be included on the Commissioners' Court Agenda for Monday, March 16, 1987.

> Consider renewing agreement with Harris County for participation in the Justice Information Management System to maintain records of outstanding criminal warrants with the computer system known as "SETCIC". Agreement to be in effect until 1988. Annual access charge of $3,000.00 to be paid by the Data Processing Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Mr. Larry Wagenbach, Asst.District Attorney
Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mr. Chuck Miller, Data Processing Dept.
Mr. Holman Gregory, District Attorney's Office

A G R E E M E N T

AS PER ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT, made and entered into by and between HARRIS COUNTY, hereinafter referred to as the "County," acting herein by and through its County Judge, pursuant to an order duly passed by the Commissioners Court of the County, and FORT BEND COUNTY, a body politic and corporate, organized and existing by virtue of the laws of the State of Texas, hereinafter referred to as the "Participating Agency," acting herein by and through its duly authorized officers, pursuant to a valid resolution of its governing body,

W I T N E S S E T H:

WHEREAS, the Sheriff and the Constables of the County in conjunction with the Justice Information Management System ("JIMS") and the County Data Services Department, as a computer resource utility, maintain records of outstanding criminal warrants issued for the arrest of defendants charged with or convicted of felony and/or misdemeanor offenses in the County; and

WHEREAS, the County desires to have more of its outstanding warrants executed by making such warrant information available to other law enforcement agencies and has implemented a computer system known as the SouthEast Texas Crime Information Center ("SETCIC") to accomplish the aforesaid purpose; and

WHEREAS, the Participating Agency desires to improve law enforcement within its jurisdiction by arresting persons within its jurisdiction which have outstanding warrants of arrest as contained in the said computer system; and

WHEREAS, the County and the Participating Agency, pursuant to the provisions of the Interlocal Cooperation Act, TEX. REV. CIV.

STAT. ANN. art. 4413(32c) (Vernon Supp. 1984), have determined that it would be in the best interest of the County and the Participating Agency and the citizens and inhabitants thereof, for the Participating Agency's law enforcement branch to have access to SETCIC for the purpose of storing and retrieving information regarding outstanding warrants of arrest held by the County, the Participating Agency and other participants;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to both parties it is agreed as follows:

I.

The County agrees to provide the Participating Agency's law enforcement branch with access to and use of the information maintained by SETCIC as a full-service participant as said term is defined in Policies attached, Attachment "A."

II.

The Participating Agency agrees to do the following:

A. Abide by the rules, regulations, policies and procedures governing SETCIC, having been promulgated by the JIMS Executive Board and attached hereto as Attachment "A";

B. Work in concert with other participants in SETCIC in the service of outstanding criminal warrants;

C. Work in concert with the County's JIMS in maintaining and improving SETCIC;

D. Use its existing stand-alone terminal device and printer as connected to the Texas Department of Public Safety communication switcher installation in Austin to provide its access to SETCIC;

E. Provide JIMS with its current Texas Law Enforcement Telecommunications System Mnemonic Address to facilitate return communications;

F. Maintain existing equipment and circuits to the Department of Public Safety communication switcher installation in Austin; and

G. Remit the amount of $3000.00 for annual access charge. In addition, full-service participants will be assessed a monthly fee by invoice amounting to the prevailing per-warrant fee multiplied by the number of warrants served or "located" by an agency other than the agency originating the warrant plus the prevailing per-warrant-entered fee (see Attachment "B").

III.

Upon execution of this Agreement, the County shall furnish the Participating Agency's law enforcement branch a list of transaction codes and/or system message key mnemonics to enable authorized terminal operators to obtain access to SETCIC and modify or delete its own data in SETCIC. The Participating Agency shall designate in writing the names and addresses of all authorized terminal operators who shall be trained by the JIMS Training Section. Use of SETCIC by a person or persons not certified as trained by JIMS Training Section shall be grounds for termination of this Agreement pursuant to Paragraph IX below. The term of this Agreement shall be perpetual, beginning on the date of execution which is written just above the signatures below, and shall remain in force until either party give thirty (30) days written termination notice to the other party.

IV.

It is expressly understood and agreed that the Participating Agency's law enforcement branch shall have access only to the information available to them through the transaction codes and/or system message key mnemonics provided to them by the County, for law enforcement purposes only, and to no other computer data without the express consent of the County. Further, it is understood that the dissemination or release of confidential information to any law enforcement agency, peace officer or individual shall be governed by local, state and/or federal rules, regulations, statutes, or judicial decisions.

V.

The Participating Agency shall have access to SETCIC twenty-four (24) hours a day, each and every day of the week. The County shall not be liable for any inability of the Participating Agency's law enforcement branch to obtain access due to maintenance, break downs, and other causes beyond the control of the County. In the event that the capacity of SETCIC is inadequate to meet the needs of the Participating Agency and the County, the rights of the County shall prevail.

VI.

The County does not guarantee the accuracy or timeliness of the information contained in SETCIC and in the event of mistake or inaccuracy, the County shall bear no liability. Further, the Participating Agency agrees to verify the accuracy of the records with the office of the appropriate law enforcement agency which has in its possession the original warrants of arrest. FAILURE TO VERIFY WITH EACH LAW ENFORCEMENT AGENCY PRIOR TO THE EXECUTION OF THE WARRANT OF ARREST SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. Further, such failure shall relieve the County of any and all liability which may arise as the result of an inaccurate and/or incomplete record.

VII.

The Participating Agency hereby agrees that the Participating Agency is responsible for the acts or failure to act of its employees, agents or servants in regard to any use (authorized or unauthorized) of the Participating Agency's terminal and/or printer by the Participating Agency or any person; provided however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

VIII.

The Participating Agency agrees to keep the Participating Agency's terminal and printer functioning at an acceptable level as determined by the County so as not to interfere with SETCIC. Failure to do so shall be grounds for termination.

IX.

The County reserves the right to terminate this Agreement immediately in the event of any or all of the following:

A. Use of the Participating Agency's computer terminal and/or printer to obtain information from SETCIC by any person who has not been assigned a password, or otherwise authorized, by JIMS;

B. Any attempt to gain access to information in SETCIC which is not authorized by JIMS;

C. The event that the computer capacity of SETCIC is inadequate to meet the computer needs of both the County and the Participating Agency and that such condition continues for a period of thirty (30) days;

D. Violation of the rules, regulations, policies and/or procedures established by the JIMS Executive Board (Attachment A);

E. Failure to remit, upon execution of this Agreement, the annual and/or monthly usage fees within thirty (30) days of issuance of invoice of charges.

X.

The County reserves the right to modify or delete County information contained in SETCIC and that which is available to the Participating Agency and/or to change the transaction codes and programs from time to time. Prior to any change affecting the Participating Agency the County shall give written notification to the Director of the law enforcement branch of the Participating Agency of any such change not less than ten (10) days before said change shall become effective.

XI.

All notices and communications under this Agreement may be mailed by certified mail, return receipt requested, or hand delivered, to the Participating Agency at the following address:

Fort Bend County Sheriff's Department
1410 Ransom Road, P. O. Box 40
Richmond, Texas 77469
ATTENTION: Gus George, Sheriff

All notices and communications under this Agreement may be mailed by certified mail, return receipt requested, or hand delivered to the County at the following address:

Harris County
Justice Information Management System
406 Caroline, 4th Floor
Houston, Texas 77002

ATTENTION: Jimmy Ray, Director

Notices mailed as above shall be deemed given and completed on the day of deposit in the United States mail.

AS PER ORIGINAL

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XII.

This Agreement shall not become effective until it is signed by both the County and the Participating Agency and approved by the County's Director of JIMS by signing below the word "Approved" below the signature line for the County and the Participating Agency.

XIII.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

EXECUTED in duplicate originals on this the 17th day of February, 1987.

APPROVED AS TO FORM:

MIKE DRISCOLL
County Attorney

By Lavergne Schwender
Lavergne Schwender
Assistant County Attorney

HARRIS COUNTY

By Jon Lindsay
JON LINDSAY, County Judge

ATTEST:

Dianne Wilson
~~Secretary~~ COUNTY CLERK

FORT BEND COUNTY
[Participating Agency]

By: Jodie E. Stavinoha

Title: County Judge

APPROVED AS TO FORM:

Laura Wagenbach
County Attorney for Fort Bend County
Ass't District Attorney

Approved:

Director of JIMS

ATTACHMENT "A"

AS PER ORIGINAL

SETCIC - PHASE I

POLICIES

I. DEFINITIONS

A. Harris County Agency(ies) or Harris County - Funded Agency(ies) -

Refers to agency(ies) within the Harris County government structure and/or funded through the Harris County Commissioners' Court, i.e.,

Harris County Sheriff's Office
Harris County District Attorney
Harris County Constable - Precinct 1
Harris County Constable - Precinct 2
Harris County Constable - Precinct 3
Harris County Constable - Precinct 4
Harris County Constable - Precinct 5
Harris County Constable - Precinct 6
Harris County Constable - Precinct 7
Harris County Constable - Precinct 8

B. Non-Harris County Agency(ies) or Non-County Agency(ies) -

Refers to a political body not within the Harris County government structure and or funded through the Harris County Commissioners' Court, i.e.,

Deer Park Police Department
Katy Police Department
U.S. Marshall's Office
Galveston County Sheriff's Department
Texas Department of Public Safety

C. Full-Service Participants

Refers to duly contracted agency having paid all required annual and monthly fees, allowed access to all SETCIC systems and files, with updated and inquiry capabilities.

D. Inquiry-Only Participants

Refers to all agencies allowed access to selected SETCIC systems and files with query and no update functions, upon execution of a user agreement with approval of the JIMS Executive Board.

II. GENERAL

A. All policies, procedures, and standards will be derived, issued and enforced by the Harris County Justice Information Management System (JIMS) Executive Board.

B. Agencies wishing access to SETCIC will apply to the JIMS Executive Board for approval and subsequent contract agreement with the Harris County Commissioners' Court.

AS PER ORIGINAL

C. Failure of any participant to comply with established policies and procedures will result in immediate cessation of services and purge of all records from the data base.

D. All non-Harris County participants will access SETCIC via DPS Austin Switcher using existing telecommunications facilities unless approved 3270-type devices or computer-to-computer interfaces already exist or are implemented using direct user funded data lines and equipment.

E. Data integrity and control will be the responsibility of the agency intially entering the data.

F. File/record certification/validation procedures will be established regarding periodic file purges, requiring authorized signatures of agency heads for certain data retention.

G. Full-service participants will be assessed an annual user fee established by the Executive Board.

H. Full-service participants will be billed on a monthly basis an amount determined by a fixed formula based upon warrants served.

I. All entries/inquiries will be automatically logged for billing and auditing purposes.

J. The JIMS Executive Board may modify these policies at any time without prior notice given.

K. All reasonable attempts will be made to provide SETCIC user access twenty-four (24) hours per day, seven (7) days per week.

L. Scheduled hardware down-time will occur weekly for file re-organization based upon a day and time determined to have minimal impact on the user base.

M. Down-time scheduled outside the normal weekly file re-organizations and unscheduled (emergency) down-time of an appropriate nature of a period determined in advance to exceed one (1) hour will result in system services being resumed on the back-up computer exclusively upon approval of persons named by the Executive Board and dependent upon the availability of the back-up computer.

N. Until and unless the back-up computer is made totally dedicated to justice systems, no NCIC inquiries can be made using direct connected terminals.

O. Participating agencies not funded by Harris County may not access TCIC/NCIC via the SETCIC computer system.

P. Any time the SETCIC and/or back-up computers are unavailable for usage, automatic responses will be issued to in-coming requests indicating said condition.

Q. Non-Harris County funded agencies will hold persons arrested on other agency warrants for a period not to exceed eight (8) hours after verification of warrant validity and notifying originating agency that person is in hand.

R. Non-Harris County funded agencies will allow Harris County agencies to place persons arrested on a third agency's warrant in their jail facility after verification of warrant validity and notification of originating agency that person is in hand.

S. Non-Harris County funded agencies arresting a person on a Harris County warrant will upon verification of warrant validity and notification of appropriate county agency either:

1. Deliver the person to the downtown jail.

2. Deliver the person to nearest Harris County jail.

3. Deliver the person to Countyt personnel at a place and time agreed upon by both parties.

T. Harris County agencies arresting a person on a non-county agency warrant will upon verification of warrant vaildity and notification or originating agency either:

1. Deleiver the person to originating agency personnel at a place and time agreed upon by both parties.

2. Deliver the person to the jail facility of the nearest participating agency for originating agency pick up.

III. OPERATIONAL

A. Update and inquiry formats and data content for stand-alone TLETS connected devices will be as nearly identical to existing TCIC/NCIC as possible to facilitate entry/inquiry to SETCIC, TCIC, NCIC in single operations from the user terminal.

B. Data elements, edit and verifications criteria will be identical to those used in TCIC/NCIC except where SETCIC requirements dictate data or edits beyond those required by TCIC/NCIC. In such cases, SETCIC edit and verification criteria will prevail.

C. Harris County in-house terminals can access SETCIC with normal transaction processing methods, i.e. 3270-type protocol.

D. Sheriff's/Constable's office warrant system processing procedures should not change as a result of implementation of SETCIC. Update of SETCIC will be automatic with warrant acknowledgement/execution.

E. Periodic reports will be provided indicating error conditions and records eligible for purge based upon age or other qualification established by Executive Board policy.

F. Positive action in the form of record modification to a verification field will be required to retain records marked for automatic purge.

G. Each warrant entered will be assigned a unique SETCIC Identifier (SID) for future record manipulations.

H. Records will be stored in a keyed sequence of the assigned SETCIC identification number, unique per record. This is required data on all records create/update operations.

I. Cross-references will be maintained using driver's license number, social security number, alien registration number and JIMS SPN when available or other identifiers.

J. Inquiries into the system can be made by name with or without identifiers, by SETCIC ID number, or by existing cross-reference numbers.

K. Inquiry can be made using partial key data for a return of possible matches. This list would then be used to determine the actual key to be used.

L. Record retrieval for update purposes will require SETCIC ID number or exact match of name, race, sex, date of birth and:

    1. Entry Agency Identifier
    2. Offense Classification

M. Initial warrant entry into system will require as minimum data:

    1. Entry Agency Identifier (ORI)
    2. Name
    3. Race
    4. Sex
    5. Date of Birth
    6. Offense
    7. Date of Warrant
    8. At least one of the following:

        a. TDL number
        b. Social Security number
        c. Official DPS ID number
        d. Alien Registration number
        e. Others

N. Upon positive response from SETCIC Inquiry, requesting agency must immediately confirm with the originating agency that the warrant is valid and in force.

IV. SECURITY

A. Access to SETCIC files and functions will be limited to authorized agencies.

B. Agency identifier will be the TCIC originating agency identifier.

C. JIMS staff will operationally maintain any security files, programs and reports under the control of the Executive Board.

D. Agencies will be allowed inquiry, update, or both functions based upon approval of the Executive Board only and upon execution of an approved contract with Harris County. Security profiles will be established and maintained to disallow unauthorized activity.

E. Sanctions regarding security violations or attempted unauthorized activity will be established and enforced by the Executive Board and may include removal of the participating agency from access of SETCIC.

F. All entries/inquiries will be automatically logged for security auditing purposes. Information captured will include but not be limited to:

1. Agency identifier
2. Operation
3. Selection information supplied
4. Hit/no-hit information
5. Security breach attempt indicator
6. Date/time

G. No access to the files and/or records of the Harris County JIMS Criminal or Civil applications will be allowed via the State network unless specifically approved by the JIMS Executive Board.

H. Necessary system software and file implementation, maintenance, and monitoring will be performed by the personnel of the Central Data Processing Department Technical Systems Group under specific contract or agreement with the JIMS Executive Board and Commissioners Court.

I. Hardware housed within the Central Data Processing facility will be secured under terms of the aforementioned contract or agreement.

J. No "dial-up" telecommunications access will be permitted.

AS PER ORIGINAL

ORDER AUTHORIZING EXECUTION OF SETCIC
CONTRACT BETWEEN HARRIS COUNTY
AND FORT BEND COUNTY

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this the 17th day of February, 1987, the Commissioners Court of Harris County, Texas, being duly convened at a regular meeting of the Court, upon motion of Commissioner Fontenot, seconded by ~~Commissioner~~ Judge Lindsay, duly put and carried,

It is ORDERED that County Judge Jon Lindsay be, and he is hereby authorized to execute an agreement for the services of SETCIC, between Harris County and Fort Bend County, said Agreement being incorporated herein by reference for all purposes as though fully set forth word for word.

Presented To
COMMISSIONERS COURT

FEB 17 1987

Recorded Vol.....Page.....

AS PER ORIGINAL

ATTACHMENT "B"

SETCIC - PHASE I

FEES

1. Annual participation fee of $3,000.00 if an agency enters its warrants.

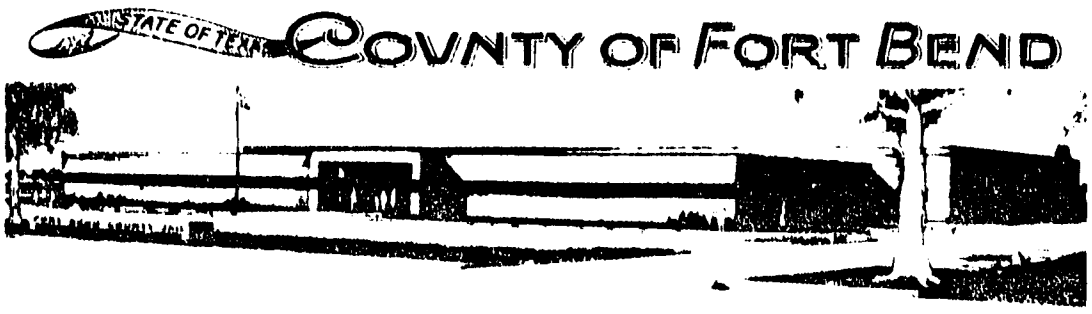
2. Service fee of $.20 per warrant entered during the monthly period.

3. Monthly service fee of $3.00 per warrant located. (A located warrant is a warrant entered by Agency A but Agency B apprehends defendant, verifys warrant and enters a locate). The annual fees are returned to the Harris County General Fund and the monthly fees are placed in a special purpose account of the JIMS Department budget for exclusive use of hardware upgrades.

4. No annual fee for inquiry-only.

AS PER ORIGINAL 6/2

C1769
0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

March 11, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, March 16, 1987.

1) Request Commissioners' Court authorize the extension of sick leave benefits for Deputy Carl L. Spradley for a period of thirty (30) days from March 7, 1987. Deputy Spradley had major surgery in November of 1986 and returned to work on February 7, 1987. Due to serious complications, Deputy Spradley returned to the hospital on February 26, 1987 for additional surgery.

   Deputy Spradley has been an outstanding employee of the Fort Bend County Sheriff Department for five (5) years.

Your favorable consideration of this request will be greatly appreciated.

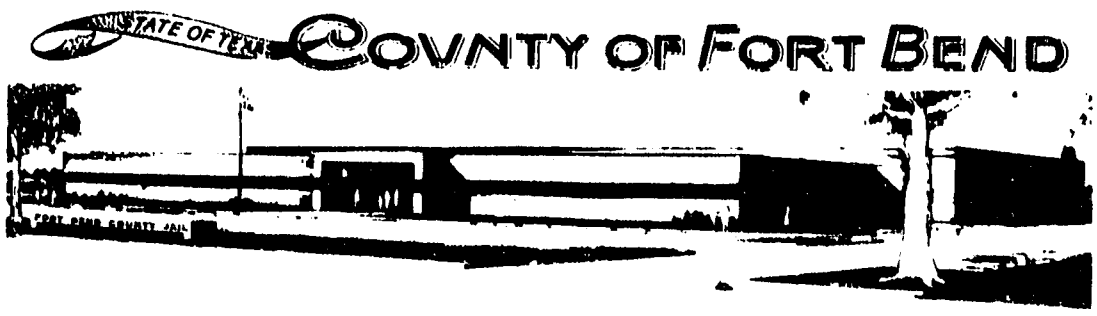
Sincerely,

Gus George
Sheriff

GG/jj
cc: Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer
Dianne Wilson, County Clerk

AS PER ORIGINAL 6/3

01770
0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

March 16, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, March 23, 1987.

1) Request you authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for Latent Fingerprint Processing Equipment; Vent Hood, Cabinets, and Motors for the Identification Division, Fort Bend County Sheriff Department. Suggested specifications are attached for your approval. Funds are available in the Fort Bend County Sheriff Department 1987 Budget.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer
Dianne Wilson, County Clerk

AS PER ORIGINAL

SPECIFICATIONS

VENT HOOD, CABINETS AND MOTORS

FUMING HOOD & BASE UNITS

Overall - 59" wide X 42" deep X 96" (including base cabinet units).

Sash Opening - 52" wide X 25" high.

Usable Chamber - 52" wide X 27" deep X 44" high.

Exhaust Collar - 10" diameter.

Supply Collar - 20" wide X 4" deep.

Work Top - Epoxy, resistant to heat, chemicals and stains, no cut out for cup sink.

Vaporproof lamp with shatterproof globe - 100 watt.

Safety glass sash to withstand temperatures to 160° F.

Collar for connection to exhaust duct.

Light switch.

Motor blower switches.

1 - 230 vac outlet.

2 - 115 vac outlet.

BASE CABINET UNITS (To Be Mounted Under Fuming Hood)

56" wide X 20" deep X 27" high, standard cupboard units with double doors made with heavy gauge sheet steel, brown acrylic.

CABINET UNITS

1 - Double door cupboard with two (2) removable half-depth shelves, hinged doors, 32" wide, 20" front to back, 27" high, brown acrylic.

1 - Cupboard with four (4) drawers, pullout tray type shelf on nylon rollers, hinged door.

Drawer size - 14" wide, 18" front to back, 5" high.

Cupboard size - 15" wide, 20" front to back, 27" high, brown acrylic.

EXHAUST MOTOR BLOWER

Hood - 5' standard, 150 face vel. (fpm), 9.70 sash opening, 1455 cfm.

Duct - 2668 velocity, 10" collar diameter.

Blower - 10" inlet/outlet diameter, 10" wheel diameter.

Motor - 1314 rpm, 3/4 horsepower, 115/230 volt single phase, 10.4/5.2 amps.

SUPPLY MOTOR BLOWER

Hood - 5' standard, 100 face vel. (fpm), 9.70 sash opening, 679 cfm.

Duct - 1245 velocity, 4" X 20" diameter (w X l).

Blower - 10" inlet/outlet diameter, 10" wheel diameter.

Motor - 617 rpm, 1/6 horsepower, 115 watts single phase, 4.0 amps.

Additional Duct - Two (2) 10' of 10" duct adaptable to the unit.

The above listed specifications for the vent hood, accompanying base units and cabinets, supply and exhaust motors, are minimum requirements based on size and space availability. All prospective bidders are encouraged to visit job site. Successful bidder will be required to deliver and set in place fuming hood and base.

10. SID MCARTHUR, VEHICLE MAINTENANCE DIRECTOR, RE: REQUEST TO ADVERTISE FOR BIDS FOR A 12,000 LB. AUTOMOTIVE LIFT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for a 12,000 lb. automotive lift for vehicle maintenance as requested by Sid McArthur. Funds are available.

11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) REQUEST APPROVAL OF REFUNDS TO TITLE USA CO. OF HOUSTON; & (2) REQUEST TO ADVERTISE FOR BIDS FOR MICROFILMING OLD TAX ROLLS:

Approve refunds to Title USA Co. of Houston:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve refunds in the amount of $1,463.26 and $2,081.45 to Title USA, Co. of Houston.

Request to advertise for bids for microfilming old tax rolls:

Postponed

12. CONSIDER REAPPOINTMENT OF COUNTY FIRE MARSHALL:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until a later date.

13. CONSIDER REQUEST FROM COUNTY FIREFIGHTERS' ASSN. TO COVER EXPENSES IN THE AMOUNT OF $3,515 FOR FIREFIGHTERS' SCHOOL:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize expenditures in the amount of $3,515.00 for firefighters school. Funds to come from Rural Fire Fund.

14. CONSIDER APPROVAL OF INVOICES FROM CHRIS DISTEFANO, ARCHITECT IN THE AMOUNT OF $84,000 FOR ANNEX II PROJECT, AND $2,016.71 FOR BUILDINGS C & D, PRCT. 1 MAINTENANCE FACILITY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoices from Chris DiStefano, Architect in the amount of $84,000 for Annex II construction document phase. Funds available.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $2,016.71 to Chris DiStefano for Precinct 1 building C & D, maintenance facility.

15. CONSIDER ACCEPTING BIDS ON INSURANCE PROPOSALS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept proposal from TEXAS ASSOCIATION OF COUNTIES for auto liability in the amount of $127,781.00 annual premium and $1,000 deductible. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept proposal from TEXAS ASSOCIATION OF COUNTIES for general liability in the amount of $139,875.00 annual premium and $10,000 deductible. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept proposals from TEXAS ASSOCIATION OF COUNTIES for workers compensation coverage, Option I -

MAR 12 1987

AS PER ORIGINAL 13

01774

0032

Fort Bend County Fire Fighters Association

FORT BEND COUNTY

March 11, 1987

Commissioner's Court
Courthouse Annex
Richmond, TX 77469

Dear Commissioner's:

On April 18 and 19, there will be a fire school in Beaumont, Texas, and The Fort Bend County Firefighter's Association would like to send as many firefighter's to this school as possible, so that they can be better educated in firefighting techniques. Therefore, on behalf of this Association, I am requesting the funds needed to help out these fire departments send their people to this school. I am requesting the funds to send two people from each Fire Department for two days. The expenses that will need to be covered were figured up as follows:

$100.00	registration ($25.00 per person per day)
$ 25.00	1 night room charge
$ 20.00	Breakfast ($5.00 per person, per day)
$ 40.00	dinner ($10.00 per person, per day)
$185.00	per department
X 19	fire departments
$3,515.00	total

I sincerely hope you will consider our request. With better trained firefighter's, we are hoping to bring down the amount of damage done by fire!

Sincerely,

Gary A. Tilton
President of the Fort
Bend County Firefighter's Association

GAT/cc

Beasley Blueridge Community Fairchild Fresno Fulshear Katy Kendleton Missouri City
ville Northeast FBC Orchard Pecan Grove Richmond Rosenberg Stafford Sugarland Thompson

14/1

AS PER ORIGINAL

C1775

0032

INVOICE FOR COURT AGENDA March 16, 1987:

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: March 5, 1987

RE: ARCHITECTURAL SERVICES

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

Estimated cost of construction: $6,000,000
Architect's fee @ 7%: $420,000*

Completion of 50% of CONSTRUCTION DOCUMENT PHASE:

FEE DUE AT COMPLETION OF CONSTRUCTION DOCUMENT PHASE - 75%

420,000 x 75%	=	315,000
Less previous payments:		(147,000)
		$168,000

Request for 50% of fee (168,000 x 50%)

DUE ARCHITECT: $84,000

Christopher Di Stefano
CHRISTOPHER DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

14/2

AS PER ORIGINAL

01776

0032

INVOICE FOR COURT AGENDA MARCH 16, 1987:

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: March 5, 1987

RE: ARCHITECTURAL SERVICES
PROJECT: BUILDING "C" AND "D" FT. BEND COUNTY PRECINCT 1
MAINTENANCE FACILITY - Crabb, Texas

Architectural, Structural and Electrical Engineering time for re-drawing plans and preparing specifications; and printing charges for plans and specifications.

DUE ARCHITECT: $2,016.71

Christopher DiStefano

Christopher DiStefano, AIA

cc: Kathy Hynson, County Treasurer
Johnnie Pustka, Pct. 1 Commissioner

RECEIVED
MAR 18 1987
COUNTY JUDGE

15

AS PER ORIGINAL

01777

0032

The following coverage will be cancelled 4/5/87 because of non-renewal and no proposals were submitted for renewal:

PUBLIC OFFICIAL LIABILITY COVERAGE

PUBLIC EMPLOYEE FAITHFUL PERFORMANCE BLANKET BOND

HONESTY COVERAGE (SAFE COVERGE)

15/1

AS PER ORIGINAL 01778

0032

TAC PROPOSAL
AUTO LIABILITY PROTECTION

Limits: 100/300 BI
100 PD

Effective Date: 4/20/87

Uninsured Motorists Coverage:

Limits: 20,000/person BI
40,000/occurrence
15,000 PD

Premium:	No Deductible	$153,712.00
	$1,000 Deductible	$127,781.00
	$5,000 Deductible	$103,510.00

15/2

AS PER ORIGINAL 01779

0032

TAC PROPOSAL
GENERAL LIABILITY

Limits 100/300 BI
100 PD

Effective Date 4/20/87

PREMIUM:	No Deductible	$184,604.00
	5,000 Deductible	$154,691.00
	10,000 Deductible	$139,875.00

$351,329.00 maximum annual premium. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept insurance proposal from TEXAS INTERSTATE for law enforcement liability coverage in the amount of $500,000 combined single limit, $78,886.00 annual premium and $5,000 deductible. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, with Commissioner Pustka voting no, Commissioner Denham voting no and Judge Stavinoha voting to abstain on insurance proposal from Texas Interstate for property insurance in the amount of $54,470.00 annual premium with $25,000 deductible on earthquake, flood & perils and $5,000 deductible on all other perils, from April 5, 1987 thru January 1, 1988.

Motion failed.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to accept insurance proposal from COUNCIL/COVELL for property insurance in the amount of $66,576.00 annual premium with $1,000 deductible, from April 5, 1987 thru January 1, 1988. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to accept insurance proposal from REESE INSURANCE Co. for disability coverage, premium paid by the employees and authorize a payroll deduction plan, effective April 1, 1987 to January 1, 1988. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the renewal of the following HMO's for health insurance coverage:

Maxicare
Pru-Care
Sanus
United Medical Plan

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize renewal with Polly Ryon Hospital for special benefits (PCP) to county employees.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to renew the insurance proposal from Philadelphia American - Sunday & Assoc. for medical, life, AD & D and dental insurance coverage, effective April 1, 1987 to April 1, 1988 with option to extend coverage.

The following insurance companies explained their proposed coverage:

IBS/Sun Life & Philadelphia American - Sunday & Assoc.
Pan American Life - Reese Insurance
American General - Council/Covell
IBS/Sun Life - Gretchen Stevenson
Harbor Life - Donald Gaperta
United Olympic Life - Bud Strong

R E S O L U T I O N

AS PER ORIGINAL

01781

W H E R E A S, Fort Bend County is participating in the Texas Association of Counties' Workers' Compensation Fund; and

W H E R E A S, Fort Bend County wishes to have Volunteer Coverage and Jurors & Election Personnel Coverage included in this Program; and

W H E R E A S, the effective date of this additional coverage is to be April 20, 1987.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Fort Bend County did approve participation in this program on March 23, 1987 and same was recorded in the minutes of Commissioners Court.

PASSED AND APPROVED this 23RD day of March, 1987.

FORT BEND COUNTY COMMISSIONERS COURT

BY: Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

15/3
01782

TAC WORKERS COMPENSATION PROPOSALS AS PER ORIGINAL

OPTION I

Self-insured "pool" approach (blending Fort Bend's claims and the claims of the other entities in the program).

COVERAGE:

Coverage A (Worker's Compensation) Meets limits set by law.
Coverage B (Employee liability) 1,000,000/occ.
United States Longshoreman & Harbor Workers Coverage
Volunteer Coverage available.
Jurors and election personnel coverage available.

Maximum premium $351,329.00
Premiums paid quarterly to TAC

OPTION II

Premium deposited into interest bearing account quarterly. TAC to draft on account; if account reached negative balance TAC would deposit and repayment would be made to TAC when final premium paid.

Service period: three years
Aggregate loss-level equal to 125% of standard premium.

Fort Bend County will be self-insured and purchase administration from TAC. Premium determined by County claims and cost of per-occurance re-insurance.

15/01783

LAW ENFORCEMENT LIABILITY
TEXAS INTERSTATE
IMPERIAL CASUALTY & INDEMNITY COMPANY

AS PER ORIGINAL

500,000 Combined Single Limit
5,000 Deductible

78,886.00 Yearly

4/5/87 - 4/5/88

Will not write coverage for a shorter period than one year.

C1784 15/5a

Failed

AS PER ORIGINAL

PROPERTY INSURANCE
TEXAS INTERSTATE
A.I. LLOYDS
A+ XV BEST RATING

Blanket coverage including fire, extended coverage, vandalism & malicious mischief, including difference in condition (theft, frozen pipes, flood & earthquake, et.)

25,000.00 deductible on earthquake, flood & perils
5,000.00/occurrence on all other perils.

Company will write coverage.

4/5/87 - 1/1/88	54,470.00
4/5/87 - 4/5/88	73,410.00

Insurance coverage will not apply if court determines to rebuild on another site.

Premium financing available @ 8.5% APR

Valuable Papers Coverage included in D.I.C.

C1785 15/5b
Passed

AS PER ORIGINAL

PROPERTY INSURANCE

COUNCIL/COVELL
HOME LLOYDS INSURANCE COMPANY OF TEXAS
A XII BEST RATING

All risk coverage that does not include difference in condition coverage (theft, frozen pipes, flood and earthquake, etc.)

Insurance coverage will apply if court determines to rebuild building on another site but claim will be adjusted on the basis of building on the same site.

Premium financing available @ 10%.

Company will write short term coverage.

4/5/87 - 1/1/88	66,576.00
4/5/87 - 4/5/88	89,725.00

Deductible $1,000.00

Valuable Papers Coverage:

4/5/87 - 1/1/88	742.00
4/5/87 - 4/5/88	1,000.00

C1786 15/6
Failed

DISABILITY COVERAGE
SUNDAY & ASSOCIATES

AS PER ORIGINAL

Premium paid by employee.

Rates determined by sex.

Weekly benefits are determined by weekly pay (percentage of).

Maximum payment for 26 weeks: $5,850.00

Issue Age: Under 70. Full time employee 35 hrs/wk.

Elimination/Waiting Period
15th day of disability from accident or sickness.

Coverage available up to 26 weeks.

Pre-existing condition included.

Rate schedule attached.

Coverage terminates if employment terminates.

Will not pay if a workers comp claim

WEEKLY BENEFITS AND WEEKLY COST

MALE

If your weekly earnings are:	Your weekly Dis. benefit is:	Weekly Cost/Age Under 30	30-39	40-49	50-59	60-69
$150-$200	$200	$1.45	$1.76	$2.78	$3.01	$ 4.35
$200-$250	$150	$2.18	$2.69	$3.31	$4.46	$ 6.42
$250-$350	$185	$2.59	$3.31	$4.03	$5.49	$ 7.97
$350 or more	$225	$3.21	$3.93	$4.97	$6.73	$ 9.63

FEMALE
With Maternity

If your weekly earnings are:	Your Weekly Dis. Benefit is:	Under 30	30-39	40-49	50-59	60-69
$150-$200	$100	$3.73	$2.69	$2.48	$3.42	$ 4.97
$200-$250	$150	$5.38	$3.93	$3.73	$5.08	$ 7.45
$250-$350	$185	$6.62	$4.87	$4.55	$6.32	$ 9.11
$350 or mare	$225	$7.97	$5.90	$5.49	$7.66	$11.08

AS PER ORIGINAL

01787

01788 15/6

0032 Passed

DISABILITY COVERAGE
REESE INSURANCE AGENCY

AS PER ORIGINAL

Premium paid by employee.
Rates determined by age and job classification.

Monthly benefits must not exceed 60% proposed montly income for Class I; 50% proposed monthly income for Class II.
Issue age 16 to 64; full time or permanent part-time. Spouse is eligible to enroll if employed.

Elimination/Waiting Period
Accident/Sickness 0-14 days
Coverage available for 1 or 2 years.

Total monthly indemnity non-medical (no physical required)

Age 19 - 50 years	$1,500.00
Age 51 - 64 years	500.00

Maximum Payment:

Age 19 - 50	$36,000.00	2 years
Age 51 - 64	$12,000.00	2 years

Rate schedule attached.

An Accidental Death & Dismemberment Provision Included

Employee may keep coverage if employment terminates.

Will pay 1/2 if workers comp claim

MONTHLY PREMIUMS † — INCLUDING POLICY FEE

Class I

12 - MONTH BENEFIT

AGES 16 - 34

	Elimination Period (Days)				
	0/7	7/7	0/14	7/14	14/14
300	10.10	9.65	8.40	7.95	7.30
400	12.90	12.25	10.60	10.00	9.15
500	15.65	14.90	12.80	12.05	11.00
900	26.80	25.40	21.70	20.30	18.45
1000	29.55	28.00	23.90	22.35	20.30
1100	32.35	30.65	26.10	24.40	22.15
1500	43.45	41.15	34.95	32.65	29.55

AGES 35 - 49

	Elimination Period (Days)*				
	0/7	7/7	0/14	7/14	14/14
300	13.00	12.70	10.80	10.50	9.70
400	16.75	16.35	13.85	13.40	12.40
500	20.50	19.95	16.85	16.35	15.05
900	35.45	34.55	28.90	28.00	25.65
1000	39.20	38.15	31.95	30.90	28.30
1100	42.95	41.80	34.95	33.80	30.95
1500	57.95	56.35	47.00	45.45	41.55

AGES 50 - 64

	Elimination Period (Days)				
	0/7	7/7	0/14	7/14	14/14
300	15.95	15.50	13.75	13.25	12.60
400	20.65	20.05	17.70	17.05	16.20
500	25.40	24.60	21.70	20.90	19.80
900	44.25	42.80	37.60	36.15	34.25
1000	48.95	47.40	41.55	39.95	37.85
1100	53.70	51.95	45.55	43.80	41.45
1500	72.55	70.15	61.45	59.05	55.85

24 - MONTH BENEFIT

	Elimination Period (Days)				
	0/7	7/7	0/14	7/14	14/14
300	10.55	10.25	8.85	8.40	7.80
400	13.50	13.10	11.25	10.60	9.80
500	16.45	15.90	13.60	12.80	11.80
900	28.15	27.25	23.05	21.70	19.85
1000	31.10	30.10	25.45	23.90	21.85
1100	34.05	32.90	27.80	26.10	23.85
1500	45.80	44.25	37.30	34.95	31.90

	Elimination Period (Days)				
	0/7	7/7	0/14	7/14	14/14
300	14.70	14.10	12.40	11.90	11.30
400	19.05	18.20	15.90	15.30	14.45
500	23.35	22.30	19.45	18.65	17.65
900	40.60	38.75	33.60	32.20	30.30
1000	44.95	42.85	37.15	35.55	33.50
1100	49.25	46.95	40.65	38.95	36.65
1500	66.50	63.40	54.80	52.45	49.35

	Elimination Period (Days)				
	0/7	7/7	0/14	7/14	14/14
300	21.35	20.70	18.95	18.50	18.00
400	27.90	27.05	24.70	24.05	23.45
500	34.40	33.35	30.40	29.65	28.85
900	60.45	58.55	53.30	51.90	50.45
1000	67.00	64.85	59.05	57.45	55.85
1100	73.50	71.20	64.75	63.00	61.25
1500	99.60	96.40	87.65	85.30	82.90

† To compute premiums other than monthly PRD (or COM), use the following factors: Annual – 11.7; Semi - Annual – 5.9; Quarterly – 3.0; Bi - Weekly PRD – .462; Weekly PRD – .231

AS PER ORIGINAL

01789

0032

MONTHLY PREMIUMS † — INCLUDING POLICY FEE

Class II

12 - MONTH BENEFIT

AGES 16 - 34

	Elimination Period (Days)*				
	0/7	7/7	0/14	7/14	14/14
300	15.65	15.20	13.20	12.70	11.50
400	20.30	19.65	17.00	16.40	14.75
500	24.95	24.15	20.80	20.05	17.95
600	29.55	28.65	24.60	23.70	21.20
700	34.20	33.10	28.45	27.35	24.45
800	38.85	37.60	32.25	31.00	27.70
900	43.45	42.10	36.05	34.65	30.95
1000	48.10	46.55	39.85	38.30	34.20
1100	52.75	51.05	43.65	41.95	37.45
1200	57.35	55.50	47.50	45.65	40.70
1300	62.00	60.00	51.30	49.30	43.95
1400	66.65	64.50	55.10	52.95	47.15
1500	71.30	68.95	58.90	56.60	50.40

AGES 35 - 49

Elimination Period (Days)*				
0/7	7/7	0/14	7/14	14/14
19.70	19.25	16.60	15.95	14.85
25.70	25.05	21.55	20.70	19.25
31.65	30.90	26.45	25.45	23.60
37.65	36.70	31.40	30.15	28.00
43.65	42.55	36.35	34.90	32.35
49.60	48.35	41.30	39.60	36.70
55.60	54.20	46.25	44.35	41.10
61.55	60.00	51.15	49.10	45.45
67.55	65.85	56.10	53.80	49.80
73.55	71.65	61.05	58.55	54.20
79.50	77.50	66.00	63.30	58.55
85.50	83.30	70.95	68.00	62.90
91.45	89.15	75.85	72.75	67.30

AGES 50 - 64

Elimination Period (Days)*				
0/7	7/7	0/14	7/14	14/14
23.25	22.65	19.95	19.30	18.50
30.40	29.55	25.95	25.10	24.05
37.60	36.50	32.00	30.95	29.65
44.75	43.45	38.05	36.80	35.20
51.90	50.40	44.10	42.60	40.75
59.05	57.35	50.15	48.45	46.30
66.20	64.30	56.20	54.25	51.90
73.35	71.25	62.20	60.10	57.45
80.50	78.20	68.25	65.95	63.00
87.65	85.10	74.30	71.75	68.60
94.80	92.05	80.35	77.60	74.15
101.95	99.00	86.40	83.40	79.70
109.15	105.95	92.45	89.25	85.30

24 - MONTH BENEFIT

AGES 16 - 34

	Elimination Period (Days)*				
	0/7	7/7	0/14	7/14	14/14
300	16.90	16.25	14.40	13.80	12.70
400	21.95	21.10	18.65	17.80	16.40
500	27.00	25.95	22.85	21.85	20.05
600	32.05	30.80	27.10	25.85	23.70
700	37.10	35.65	31.30	29.85	27.35
800	42.15	40.50	35.55	33.90	31.00
900	47.15	45.30	39.75	37.90	34.65
1000	52.20	50.15	44.00	41.90	38.30
1100	57.25	55.00	48.20	45.95	41.95
1200	62.30	59.85	52.45	49.95	45.65
1300	67.35	64.70	56.65	53.95	49.30
1400	72.40	69.50	60.85	58.00	52.95
1500	77.45	74.35	65.10	62.00	56.60

AGES 35 - 49

Elimination Period (Days)*				
0/7	7/7	0/14	7/14	14/14
22.05	21.40	18.95	18.45	17.35
28.80	28.00	24.65	24.00	22.55
35.55	34.55	30.35	29.60	27.75
42.35	41.10	36.10	35.15	32.95
49.10	47.65	41.80	40.70	38.15
55.85	54.20	47.55	46.30	43.35
62.60	60.75	53.25	51.85	48.55
69.35	67.30	58.95	57.40	53.75
76.15	73.85	64.70	62.95	58.95
82.90	80.40	70.40	68.55	64.15
89.65	86.95	76.15	74.10	69.35
96.40	93.50	81.85	79.65	74.55
103.15	100.05	87.55	85.25	79.75

AGES 50 - 64

Elimination Period (Days)*				
0/7	7/7	0/14	7/14	14/14
30.10	29.45	26.75	26.15	25.20
39.55	38.70	35.10	34.25	32.95
48.95	47.90	43.40	42.35	40.75
58.40	57.15	51.75	50.45	48.55
67.85	66.35	60.05	58.55	56.35
77.25	75.60	68.35	66.65	64.15
86.70	84.80	76.70	74.80	71.90
96.15	94.00	85.00	82.90	79.70
105.60	103.25	93.35	91.00	87.50
115.00	112.45	101.65	99.10	95.30
124.45	121.70	110.00	107.20	103.10
133.90	130.90	118.30	115.35	110.90
143.30	140.15	126.60	123.45	118.65

* ACCIDENT / SICKNESS

† To compute premiums other than monthly PRD (or COM), use the following factors: Annual – 11.7 ; Semi - Annual – 5.9 ; Quarterly – 3.0 ; Bi - Weekly PRD – .462 ; Weekly PRD – .231

AS PER ORIGINAL

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AS PER ORIGINAL 15/01791

0032

County of Fort Bend

Kelly Flynson
County Treasurer

March 18, 1987

P.O. Box 1208
Richmond, Texas 77469

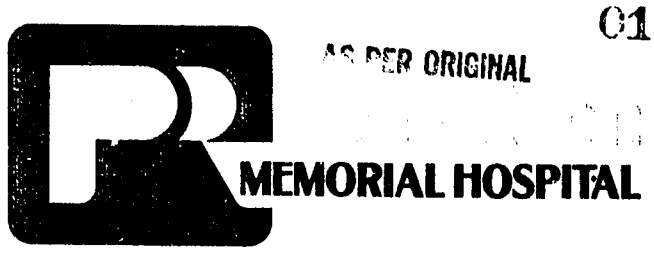
Listed below are the HMO (Health Maintenance Organizations) that have bid for insurance coverage. The County is participating with the first four at the present time.

MAXICARE
PRU-CARE
SANUS
UNITED MEDICAL PLAN
CIGNA ***

The Preferred Providers Organization plan regarding Polly Ryan Hospital's special agreement with Fort Bend County will have a renewal date of April 1, 1987.

01792

AS PER ORIGINAL



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March 9, 1987

Judge Jodie Stavinoha
County Judge, Fort Bend County
500 Jackson
Richmond, Texas 77469

Dear Judge Stavinoha:

I would like to thank both the elected officials and the employees of Fort Bend County for allowing Polly Ryon Memorial Hospital and its affiliated medical staff the opportunity to be their preferred health care provider during the last benefit period.

The last year has been a significant one in our development: the new hospital was opened and has been well-received by the community; and new medical technologies continue to be introduced into the community, thus virtually eliminating the necessity to travel to Houston for sophisticated health care services and technologies. Polly Ryon's commitment to the community will not stop with the completion of the new facility. We will continue to provide the latest technology available. Magnetic resonance imaging, a photographic image of the internal organs, and a Level II intensive care nursery will be available in the near future. Both services will be the only ones of their type between Houston and Corpus Christi.

Together we have traveled a long way.

For the up-coming benefit year, April 1, 1987, through March 31, 1988, Polly Ryon Memorial Hospital would like to provide the following benefits to the Fort Bend County employees who elect to utilize both Polly Ryon Memorial Hospital and its affiliated medical staff:

1. Mammography screening will be provided to all women, both employees and dependents, aged 35 and over. This baseline mammography screening for breast cancer will be provided free of charge; however, there will be a small fee charged by the radiologist for his interpretation of the screening. There will be no hospital charge for performing this examination.

2. Because of the severity of both colon cancer and diabetes, Polly Ryon Memorial Hospital would like to provide both the employees of Fort Bend County and their dependents screenings for both examinations. If these diseases are detected early and treatment begun, they can be less debilitating and less costly both to the employer and the employee.

3. Polly Ryon Memorial Hospital will provide hypertension screening to all County employees and their dependents two times per year.

1705 Jackson Street
Richmond Texas 77469
713/342-2811

4. In conjunction with the required periodic physicals, which are routinely reimbursed by the County, Polly Ryon Memorial Hospital will reduce its normal charge by ten percent (10%). The diagnostic studies eligible for this reduced charge would include: stress test; laboratory work; and, radiographic studies.

5. Participating employees and their dependents will receive private room accommodations, subject to availability, which will be billed at the average semi-private room rate.

6. On a yearly basis, Polly Ryon Memorial Hospital will deduct $100 from a participating employee's first in-patient hospitalization or out-patient surgical procedure performed at Polly Ryon Memorial Hospital. This $100 serves as a credit for the $100 deductible that is required annually. This will also apply to each family member receiving services on either an in-patient or out-patient surgical basis. Each family will be eligible for a maximum $300 credit per year but in no case will the credit be greater than $100 per admission. For maternity admissions, both the mother and infant are each eligible for a $100 credit.

7. On that portion of the bill which is reimbursed to the hospital by the County, Polly Ryon Memorial Hospital will rebate to the County five percent (5%) of those charges paid by the County. The reimbursement will be on the charges paid during the preceding quarter.

8. The following wellness programs are available to you and will be provided at a reasonable fee. Those eligible to attend not only includes employees, but also their dependents. The programs that are available include:

Cardiopulmonary Resuscitation (CPR)
What can you do when a friend or family member's heart has stopped beating? Take a CPR course before the heart attack, the drowning, the accident. Minutes are precious and training is vital to save a life. Upon successful completion of the course you will be certified by the American Heart Association in Basic Life Support.

Stop Smoking
Most smokers do not have to be convinced that smoking is indeed one of the prime dangers to health. Get help to quit now and reduce your risk of heart disease, cancer of the lungs, mouth and throat, hospitalization and absenteeism. Methods to aid in breaking your smoking habit will be given in this program. Ways of coping with stress and preventing possible weight gain associated with quitting smoking will be covered. Class members will be encouraged to form a support group to help maintain progress.

Nutrition for Health
In the health field, no single subject area has more conflicting information available than nutrition. Today's causes of death and disability are closely related to our food intake. This course will help guide you through the nutrition maze to a state of optimal health and with a better chance of avoiding heart disease, many of the cancers, and other nutrition-related disorders.

Weight Control for Adults

Techniques for losing and maintaining weight will be given application of sound principles and behavior modification techniques will help you to maintain a near perfect weight. Class members will be encouraged to form a support group that meets periodically for follow-up sessions to help maintain progress. Follow-up sessions will be scheduled according to the consensus of class members.

Stressful Life Events: How to be in Control of the Situation

It has been said that "it isn't what we do from 9:00 to 5:00 that will 'kill us'; it's what we do from 5:00 to 9:00." We no longer question whether life in America is stressful--for to be alive, we must have stress. The question is what can we, as individuals, do to minimize the harmful effects of stress on our health, our relationships, our productivity and our ability to enjoy life. In this course you will learn to identify the causes and effects of stress in your daily life. Our objective will be for each participant to identify and initiate changes in his or her lifestyle to improve the quality of life and minimize the harmful effects of stress.

Time Management

Time is the basic resource out of which we carve everything we accomplish in life--professionally and personally. Goals provide the directions and destinations for our journey in life. Time management provides the road map, the tools, and the skills to get there. This course will help you get organized and get more out of life. Learn to use scientific principles of behavior modification and other practical, easy-to-use techniques to be on time; become more effective and efficient at work and at home; increase productivity; overcome procrastination; reduce and manage stress; establish balance in your life; and find time for "you".

Prepared Childbirth

Qualified registered nurses and educators teach a five-week class that enables you and your husband to explore all the stages of labor and delivery. You will learn and practice breathing and relaxation techniques, and receive information about drugs, anesthesia, and child care. Other issues discussed are breast-feeding, Cesarean delivery and birthing options. You should register for this course during your fourth month of pregnancy. Classes are conducted at Polly Ryon Memorial Hospital and include a tour of the birthing room, the newborn nursery and postpartum area.

Siblings

To help your other children feel an important part of the birth experience, Polly Ryon Memorial Hospital offers an **"Especially for Siblings"** class. We provide siblings with a tour of the labor/delivery/recovery rooms, the birthing room, the newborn nursery and postpartum area to give them a better understanding of this "family event". The important role of being a "big brother" or "big sister" is discussed. Punch and cookies are provided. Classes are held at Polly Ryon Memorial Hospital. You should register during the seventh month of pregnancy.

The above programs will be offered subject to a minimum enrollment of ten individuals.

Again, Polly Ryon Memorial Hospital would like to thank you for your support during the last year and would like to continue the established relationship that we have developed as the County's preferred health care provider.

Sincerely,

Harold F. Taylor
Administrator

vyd

15/8

AS PER ORIGINAL

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PHILADELPHIA AMERICAN
SUNDAY & ASSOCIATES

FIXED CHARGES:

Life:	0.258 per thousand	
AD&D	0.040 per thousand	
Total:	.298 per thousand	
Service Fee:	8.72	
Specific Stop-Loss:	4.55	50,000.00
Utilization Review:	1.20	
Aggregate Stop-Loss:	1.00	
Total Fixed Cost:	15.47	

CLAIMS:

Expected Medical Claims:	144.00	
Maximum Medical Claims:	180.00	
Dental Claims:	18.69	
Total Maximum Composite:	214.16	Fixed + Claims

COST SUMMARY:

Total Fixed Cost:	191,781.60
Maximum Claims:	1,907,424.00
Total Maximum Cost:	2,099,205.60

Fixed cost includes group life premium based on a volume of 12,100,000 plus all other fixed cost. Total cost figures assumes 800 employees, claims illustrated are both medical and dental.

The claims figures for both medical and dental include adjustments for claims incurred in the current plan year that will be paid in the new plan year. Adjustments for current experience, and trending and inflation assumptions. The specific stop-loss coverage is on an incurred and paid basis. (A paid specific stop-loss is available at $7.20 per employee per month). The aggregate stop-loss is on a paid basis.

AS PER ORIGINAL

PAN AMERICAN LIFE
REESE INSURANCE

FIXED CHARGES:

Life:

Base:	$0.22 per thousand	
ADD:	$0.05 per thousand	
Total:	$ .27	
Service Fee(*):	$8.82	
Specific Stop Loss:	$5.78	50,000.00
Aggregate Stop Loss:	$1.62	
Total Fixed Charges	$16.22	

CLAIMS:

Expected Claims	$125.20	Medical/Dental
Maximum Claims	$156.50	Medical/Dental
Total Maximum Composite:	$172.72	Fixed + Claims
Total App. Composite for Run Off:	$218.00	

COST SUMMARY:

Total Fixed Cost(#):	$194,916.00	
Maximum Claims:	$1,502,400.00	
Total Maximum Cost:	$1,697,316.00	
Total Cost Plus Run Off:	$2,092,800.00	Approx.

(*) Includes administration fee, utilization review

(#) Included life, administration fee, stop loss

COMMENTS:

1. Cost summary totals are based on 800 employees and assumes a life volume of $12,100,000.00 for comparative purposes.

2. Quote for stop loss insurance (specific and aggregate) is on an incurred and paid basis. Assumes runoff claims would be handled by PALICO, or has option for administering claims at 3.5% of runoff claims or $10.66 flat charge per employee.

AMERICAN GENERAL
COUNCIL/COVELL

AS PER ORIGINAL

FIXED CHARGES:

Life:

Base:	$0.25	per thousand
ADD:	$0.08	per thousand
Total:	$ .33	

Service Fee (*):	$7.78	
Specific Stop Loss:	$5.04	$100,000.00
Aggregate Stop Loss:	$1.12	
Total Fixed Charges	$13.94	

CLAIMS:

Expected Claims:	$129.32	Medical/Dental
Maximum Claims:	$161.64	Medical/Dental
Total Maximum Composite:	$175.58	Fixed + Claims
Total App. Composite for Run Off:	$219.33	

COST SUMMARY:

Total Fixed Cost(#):	$181,740.00
Maximum Claims:	$1,551,744.00
Total Maximum Cost:	$1,733.484.00
Total Cost Plus Run Off	$2,105,568.00 Approx.

(*) Includes administration fee, utilization review
(#) Included life, administration fee, stop loss

COMMENTS:

1. Cost summary totals are based on 800 employees and assumes a life volume of $12,100,000.00 for comparative purposes.

2. Quote for stop loss insurance (specific and aggregate) is on an incurred and paid basis. Assumes runoff claims would be handled by PALICO.

3. Specific stop loss insurance quoted at $100,000.00 per insured versus requested $50,000.00. Price for $100,000.00 higher than other carriers quote for a $50,000.00 level.

4. Benefit differences:

   a. Mandatory second surgery: benefits reduced to 50%,

   b. Intensive Care: 3X semi-private vs UCR.

IBS/SUN LIFE
JIM TERRY

FIXED CHARGES:

Life:	0.227	per thousand
AD&D:	0.045	per thousand
Total:	.27	per thousand
Service Fee:	6.00	
Specific Stop Loss:	4.14	50,000.00
Utilization Review:	1.00	
Aggregate Stop Loss:	.64	
Miscellaneous:	.67	
Total Fixed Cost:	12.45	mo/emp

CLAIMS:

Expected Claims:	146.48	medical
Maximum Claims:	183.11	medical
Dental Claims:	20.83	
Total Maximum Composite Claims:	216.39	Fixed & Claims

COST SUMMARY:

Total Fixed Cost:	159,014.40
Maximum Claims:	1,957,824.00
Total Maximum Cost:	2,116,824.53

Fixed cost includes group life premium based on volume of 12,100,000 plus all other fixed cost. Total cost figures assumes 800 employees; claims illustrated are both medical and dental. Difference in Jim Terry and Sunday and Associates' servicefee is that Jim Terry has waived his commission.

IBS/SUN LIFE
SUNDAY & ASSOCIATES

FIXED CHARGES:

Life:	0.227	per thousand
AD&D:	0.045	per thousand
Total:	.27	per thousand
Service Fee:	7.75	
Specific Stop-Loss:	4.14	50,000.00
Utilization Review:	1.00	
Aggregate Stop Loss:	.64	
Miscellaneous	.67	
Total Fixed Cost	14.20	mo/emp

CLAIMS:

Expected Claims:	146.48	Medical
Maximum Claims:	183.11	Medical
Dental Claims:	20.83	
Total Maximum Composite	218.14	Fixed & Claims

COST SUMMARY:

Total Fixed Cost:	175,814.40
Maximum Claims:	1,957,824.00
Total Maximum Cost:	2,133,638.40

Fixed cost includes group life premium based on a volume of 12,100,000 plus all other fixed cost. Total cost figures assumes 800 employees; claims illustrated are both medical and dental.

AS PER ORIGINAL

FUNDING BENEFITS
(Reinsurance: Harbor Life)
Milton Goodwin

FIXED CHARGES:

Life:

Total:	$0.34 per thousand	
Service Fee(*)	$9.50	
Specific Stop Loss:	$9.60	50,000.00
Aggregate Stop Loss:	$1.20	
Conversion:	$0.50	
Miscellaneous:	$0.51	($1,000 set-up + $5.00/enrollee)
Total Fixed Charges	$21.31	

CLAIMS:

Expected Claims:	$132.76	Medical/Dental
Maximum Claims:	$165.95	Medical/Dental
Total Maximum Composite:	$187.26	(Fixed + Claims)
Total App. Composite for Run Off:	$231.01	

COST SUMMARY:

Total Fixed Cost(#):	$253,944.00	
Maximum Claims:	$1,593,120.00	
Total Maximum Cost:	$1,847,064.00	
Total Cost Plus Run Off	$2,217,696.00	Approx.

(*) Includes administration fee, utilization review
(#) Included life, administration fee, stop loss

COMMENTS:

1. Cost summary totals are based on 800 employees and assumes a life volume of $12,100,000.00 for comparative purposes.

2. Quote for stop loss insurance (specific and aggregate) is an incurred and paid basis. Assumes runoff claims would be handled by PALICO.

EMPLOYEE BENEFIT PLANS
(Reinsurance: United Olympic Life)
Milton Goodwin

FIXED CHARGES:

Life:

Base:	$0.25 per thousand	
ADD:	$0.06 per thousand	
Total:	$0.31	
Administration Fee(*):	$3.23	
Claim Fee:	$7.34	
Specific Stop Loss:	$6.20	($80,000.00)
Aggregate Stop Loss:	$0.49	
Conversion:	$0.50	
Total Fixed Charges:	$17.76	

CLAIMS:

Expected Claims:	$143.20	Medical/Dental
Maximum Claims:	$179.00	Medical/Dental
Total Maximum Composite:	$196.76	Fixed + Claims
Total App. Composite for Run Off	$240.51	

COST SUMMARY:

Total Fixed Cost(#):	$215,508.00
Maximum Claims:	$1,718,400.00
Total Maximum Claims:	$1,933,908.00

Total Cost Plus Runoff $2,308,896.00 Approx.

(*) Includes administration fee, utilization review
(#) Included life, administration fee, stop loss

COMMENTS:

1. Cost summary totals are based on 800 employees and assumes a life volume of $12,100,000.00 for comparative purposes.

2. Quote for stop loss insurance (specific and aggregate) is on an incurred and paid basis. Assumes runoff claims would be handled by PALICO.

3. Specific stop loss insurance quoted at $80,000.00 per insured versus requested $50,000.00. Price for $80,000.00 higher than other carriers quoted for a $50,000.00 level.

16. CONSIDER ACCEPTING BANK DEPOSITORY PROPOSALS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to renew the services of REPUBLIC BANK - RICHMOND as the county depository managing bank from April 15, 1977 to April 15, 1988 with option to extend services if all agree. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following financial institutions for investments services:

First Banc Savings Assoc. - Debt Service Funds Only
Prudential-Bache - Treasury Issues Only
Rosenberg Bank & Trust - All funds
Texas Commerce Bank Sugar Land - All funds
RepublicBank Richmond - All funds
Sugar Creek National Bank - All funds
First City National Richmond - All funds
First National Bank Rosenberg - All funds
Texas Capital Bank Richmond - All funds
Texas Capital Bank Westwood - All funds

17. CONSIDER VOIDING OUTDATED CHECKS AND REDEPOSIT INTO VARIOUS FUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve outdated checks and redeposit into various funds as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

18. TRANSFER FUNDS FROM PRECINCT 1 ENDING BALANCE INTO CAPITAL PROJECTS FUND:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to transfer $129,500.00 from Road & Bridge ending balance Precinct #1 into Capital Projects Fund.

19. ACCEPT HORSESHOE DRIVE IN BIG CREEK RURAL ESTATES INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Horseshoe Drive in Big Creek Rural Estates into the county road maintenance system in Precinct 1. (approximately 1500 feet)

20. ADVERTISE FOR BIDS FOR PNEUMATIC HYDRAULIC ROAD PACKER & EMULSION STORAGE TANK:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for pneumatic hydraulic road packer & emulsion storage tank.

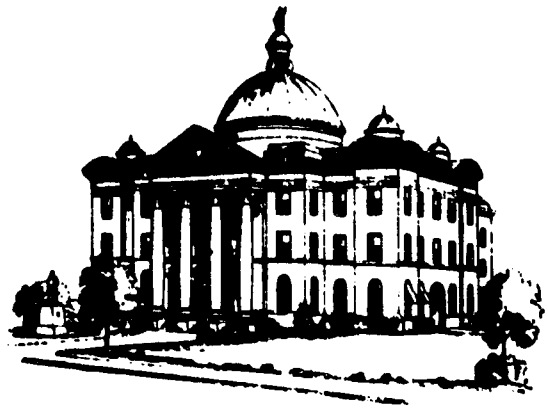
21. CONSIDER APPROVAL OF AGREEMENT WITH HOUSTON LIGHTING & POWER FOR UTILIZATION OF THEIR EASEMENT FOR PARKING ADJACENT TO COUNTY LIBRARY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Houston Lighting & Power for utilization of their easement for parking adjacent to County Library at $1.00 per year. (Recorded in minutes in full)

16

01804

Kathy Hynson



County Treasurer

AS PER ORIGINAL

0032

Richmond, Texas 77469

County of Fort Bend

Contract-Banking and Investment Services
4/15/87 - 4/15/88

Managing Bank-RepublicBank Richmond

Participating Institutions:

First Banc Savings Association - Debt Service Funds Only
Prudential-Bache - Treasury Issues Only
Rosenberg Bank & Trust - All Funds
Texas Commerce Bank Sugar Land - All Funds
*RepublicBank Richmond - All Funds
Sugar Creek National Bank - All Funds
*First City National Richmond - All Funds
First National Bank Rosenberg - All Funds
Texas Capital Bank Richmond - All Funds
Texas Capital Bank Westwood - All Funds

*These banking institutions have offered "down streaming" services to Fort Bend.

Definition of "down streaming" - placing deposits with their institutions in amounts of $100,000 each or less for FDIC coverage in lieu of pledging collateral.

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0032

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Void

#21

AS PER ORIGINAL

01806

0032

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Houston Lighting & Power Company, a Texas corporation with its principal place of business at Electric Tower, Houston, Harris County, Texas, hereafter LESSOR, owns in fee the property hereafter described, which it is now occupying or intends to occupy, in part, for the purpose of erecting and maintaining across and thereon structures and facilities for or incidental to the transmission of electric energy; and

WHEREAS, George Memorial Library, County of Fort Bend, hereafter LESSEE, is desirous of leasing said premises for the purpose hereafter specified, but subject to Lessor's present or future use thereof, all as Lessor's requirements may dictate during the term of said lease, and in recognizing the fact that Lessor's need for said premises may change or be altered by future conditions, is willing to lease said premises subject to Lessor's right to cancel or terminate said lease or to alter the area which Lessee may occupy or use under said lease or the conditions under which Lessee may thereafter occupy or use the same.

NOW, THEREFORE, Lessor does hereby let and lease unto Lessee the following described premises: 7,920 square feet or .18 acre tract of land being a part of the same property conveyed to Houston Lighting & Power Company by Nathan Levy, et al, dated January 6, 1959, and further described by attached sketch, for the purpose of, and only for the purpose of, surplus and secondary parking of operative automobiles with a maximum height of fifteen (15) feet, the term of which said lease shall commence on the first day of April, 1987 and end on the last day of March, 1992.

(1) Lessee agrees to pay as rental to Lessor at Electric Tower, Houston, Texas, the minimum sum of of $1.00 per year, the same to be payable on or before the first day of April on or before the same day of each subsequent year during said term or extended term, if any.

(2) Lessee shall have an option to renew or extend this lease for an additional period of five (5) years at such rental as may be determined by Lessor, provided that Lessee shall within not less than six (6) months of the end of the term notify Lessor in writing of Lessee's desire to exercise such

P.S. 139-C MAP B-035

W. A. PARISH - FT. BEND

option. Within thirty (30) days of Lessor's receipt of notice from Lessee of a desire to exercise the option for renewal, Lessor shall notify Lessee in writing of the amount of the rental for the renewal term. Unless Lessee, within thirty (30) days after receipt of notice of the new rent, notifies Lessor of acceptance of such rental for the renewal term, the lease shall automatically terminate at the end of the term under which Lessee is then occupying the premises. In the event of uninterrupted occupancy of the premises by Lessee in compliance with the terms hereof, Lessee shall have an additional option to renew or extend the lease for a renewal term of five (5) years, subject to the provisions hereinabove specified as to the first option to renew with respect to notices, new rental and acceptance thereof.

(3) In the event Lessee elects not to exercise Lessee's option to renew at the new rent fixed by Lessor, Lessee shall nevertheless, for the remainder of the initial term hereof, have a first refusal to lease the property hereinabove described on the same terms and at the same rental as any bonafide offer for the rental of such premises received by Lessor and which offer Lessor desires to accept.

(4) Lessor shall at all times during the original or extended term, if any, of this lease have the right to enter on the above described premises for the purpose of repairing or maintaining Lessor's facilities now or hereafter located thereon and without any liability to Lessee for damage which may be incident thereto.

(5) Lessor shall have the option during the original or any extended term of this lease to require Lessee to vacate said premises, or any part thereof, by giving Lessee written notice to so vacate not later than thirty (30) days from the date said written notice is posted by mailing and addressed to Lessee. If Lessor shall specify in said notice that the whole of said premises shall be vacated, such notice shall serve to cancel or terminate this lease at the expiration of such thirty (30) day period. If Lessor shall specify in said notice that only part of the above described premises shall be vacated the rental due hereunder from Lessee shall be adjusted proportionately, effective as of the date Lessee vacates as required, according to the square feet of area remaining available for Lessor's use. In the event Lessee shall be required to vacate more than one-half (1/2) of the premises, Lessee, at its option, may

AS PER ORIGINAL

cancel this lease as of the date Lessee is required to vacate without penalty or further obligation except for rent through the date Lessee vacates.

(6) Lessee prior to making any use of said premises agrees, at its own expense, to erect a protective guard rail or barricade around each of Lessor's present or future structures located on said premises and to erect the same in accordance with specifications furnished by Lessor.

(7) Lessee shall be privileged, at its sole cost and expense, to grade, pave or shell the surface of the leased premises, provided that Lessee shall first submit its plans for same to Lessor and obtain its written approval of all proposed grading, paving or shelling. All grading, paving or shelling by Lessee, shall be subject to change or removal by Lessor, without any liability to Lessee, if such becomes necessary in Lessor's judgement for the exercise of Lessor's rights under Paragraph 5 above; provided, however, if this lease is cancelled by Lessor in whole or in part under said Paragraph 5 during the initial term of this lease, Lessor shall reimburse Lessee for the unamortized portion of the cost to Lessee of authorized grading, paving or shelling, based on amortization over the initial term hereof, but which reimbursement shall in no event exceed the rent paid during the initial term hereof.

(8) Lessee shall erect no buildings or structures on the above described premises except fences, and should fences be erected, Lessee will place 20-foot gates or gaps in said fence, and Lessor shall at all times have access through said gates. Lessee shall engage in no activity which at any time interferes with Lessor's present or future use of said premises or which violates any federal, state or city law, regulation or ordinance. Lessee will at all times keep the premises in a neat and orderly condition and will not permit the accumulation of trash or other debris thereon.

(9) Lessee agrees to pay all utility charges which it shall incurr in connection with its operation of the leased premises.

(10) Lessee shall suffer no liens to be created on the leased premises, but if any lien should become fixed thereon as a result of Lessee's operations, Lessee agrees to fully discharge the same within ten (10) days from receipt of notice thereof.

(11) If by reason of Lessee's operations or by reason of any improvements made on the leased premises by Lessee, Lessor's ad valorem taxes shall increase during any year of the initial term or extended term of this lease,

AS PER ORIGINAL

Lessee shall reimburse Lessor for the amount of such increase in taxes upon receipt of notice thereof from Lessor.

(12) Lessee shall have no right to assign this lease or to sublet the above described premises, or any part thereof, without the written consent of Lessor.

(13) If Lessee shall be delinquent at any time for a period of ten (10) days in making any payment of rent hereunder, or if Lessee shall breach any other term or condition of this lease without curing such default within ten (10) days from the receipt of written notice of such default from Lessor, Lessor shall be privileged to terminate said lease by written notice effective ten (10) days from the posting by mail of said notice addressed to Lessee.

(14) Lessee accepts the above said premises in their present condition, with Lessor's facilities thereon, without any obligation on Lessor's part to repair or maintain the same, and assumes all risk of damage or loss to Lessee's property which may be incident to Lessor's present or future use of said premises. Lessee further agrees to hold Lessor, its agents, employees and servants harmless from any and all claims for damage to property or injuries to persons arising out of, or in any way connected with, Lessee's use of the premises, including any and all claims of Lessee's agents, employees and servants and any other persons entering upon said premises as a result of Lessee's use of the same to the extent that the laws of Texas provides. Lessor may from time to time, if it so desires, but without assuming any obligation to do so, erect signs at appropriate places on said premises giving notice that persons entering thereon do so at their own risk and that Lessor disclaims any and all responsibility or liability for the safety of such person or their property.

(15) The rights herein conveyed are hereby expressly made subject to all rights-of-way and easements (and rights connected therewith) of record or which may be located in place in, on, over and under the land affected by the rights herein conveyed and to all reservations, restrictions and conditions of record affecting said land.

(16) Lessee is responsible for notifying all holders of existing rights of record of its plans and proposed use of the leased area granted to Lessee.

(17) Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

AS PER ORIGINAL

To Lessor:

Houston Lighting & Power Company
P. O. Box 1700
Houston, Texas 77001

Attention: Land & Right of Way

To Lessee:

County of Fort Bend
George Memorial Library
P. O. Box 368
Richmond, Texas 77469

or such other address as shall be furnished in writing by either party, and any such notice or communication shall be deemed to have been given as of the date so mailed.

(18) This lease constitutes the entire agreement between the parties, and it may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

WITNESS the execution hereof this 19th day of March, 1987.

HOUSTON LIGHTING & POWER COMPANY

BY Sam N. Sullivan
Sam N. Sullivan, Manager LESSOR
Land & Right of Way Department
HHT

COUNTY OF FORT BEND

BY Jodie E. Stavinoha
Jodie E. Stavinoha LESSEE
County Judge

HL&P 5010B (2-84)

Acknowledgement Block for Houston Lighting & Power Company's use only: AS PER ORIGINAL 01811

0032

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on March 19, 1987, by Sam N. Sullivan, Manager of the Land & Right of Way Department, Houston Lighting & Power Company, known to me to be the person whose namee is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Houston Lighting & Power Company, a corporation, and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of March, 1987.

Carol Ann Wiseman

Notary Public in and for
The State of TEXAS

CAROL ANN WISEMAN
Notary Public, State of Texas
My Commission Expires 7-12-87

My Commission Expires. . . . . .

Acknowledgement Block for a Corporate Officer only:

STATE OF TEXAS §

COUNTY OF. . . . . §

Before me, the undersigned authority, on this day personally appeared. . . . . , of . . . . . , a 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, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the . . . . . day of . . . . . , 19 . . .

. . . . . .
Notary Public in and for
The State of TEXAS

My Commission Expires. . . . . .

Acknowledgement Blocks for Individuals and Partnerships:

STATE OF TEXAS §
§
COUNTY OF. . . . . §

This instrument was acknowledged before me on this the . . . . . day of . . . . . , 19 . . . ,

by . . . . . .

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the . . . . . day of . . . . . , 19 . . .

. . . . . .
Notary Public in and for
The State of TEXAS

My Commission Expires. . . . . .

STATE OF TEXAS §
§
COUNTY OF. . . . . §

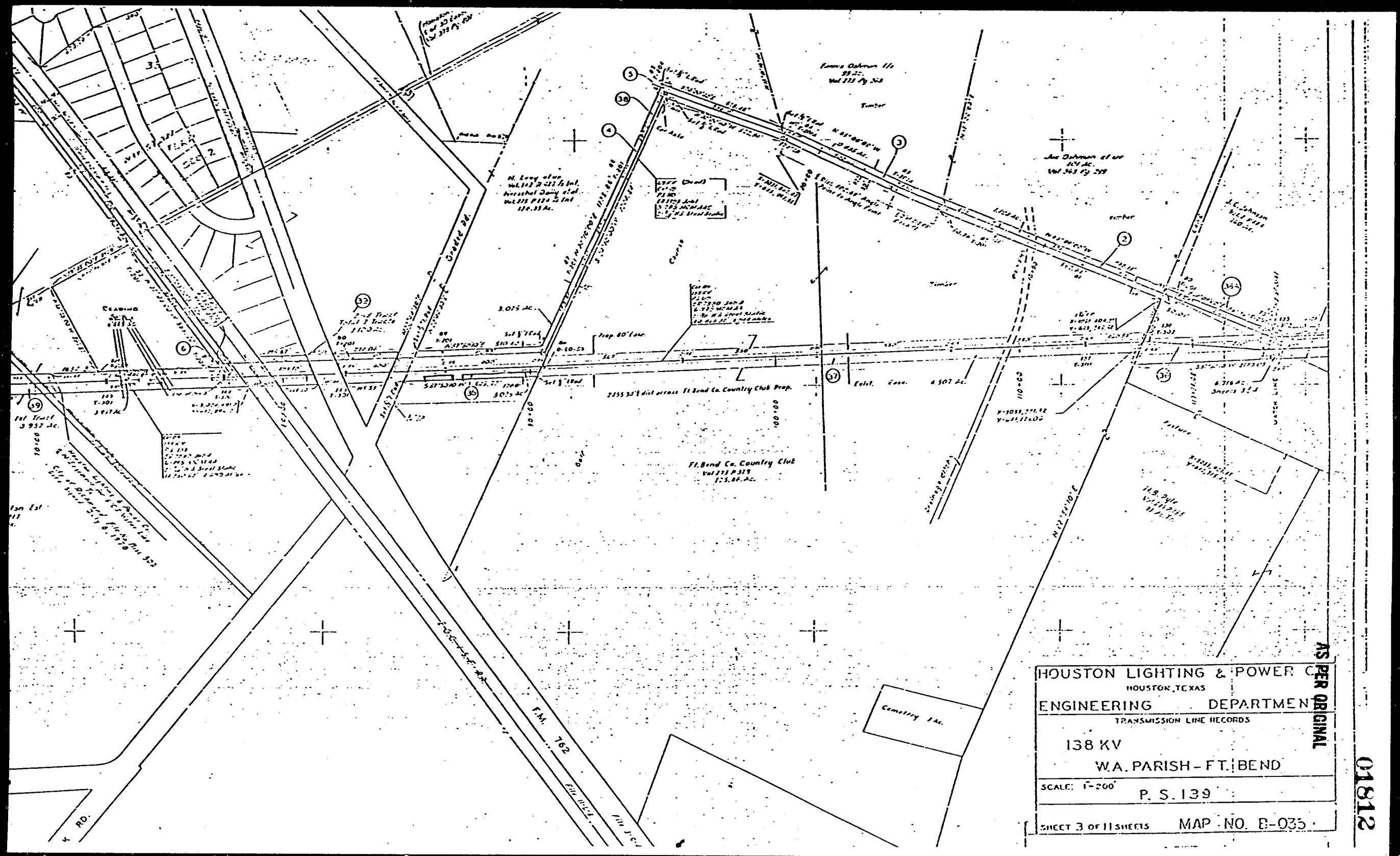
This instrument was acknowledged before me on this the . . . . . day of . . . . . , 19 . . . ,

by . . . . . .

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the . . . . . day of . . . . . , 19 . . .

. . . . . .
Notary Public in and for
The State of TEXAS

My Commission Expires



HOUSTON LIGHTING & POWER C
HOUSTON, TEXAS
ENGINEERING DEPARTMENT
TRANSMISSION LINE RECORDS
138 KV
W.A. PARISH - FT. BEND
SCALE: 1"=200'
P. S. 139
SHEET 3 OF 11 SHEETS
MAP NO. B-035

AS PER ORIGINAL

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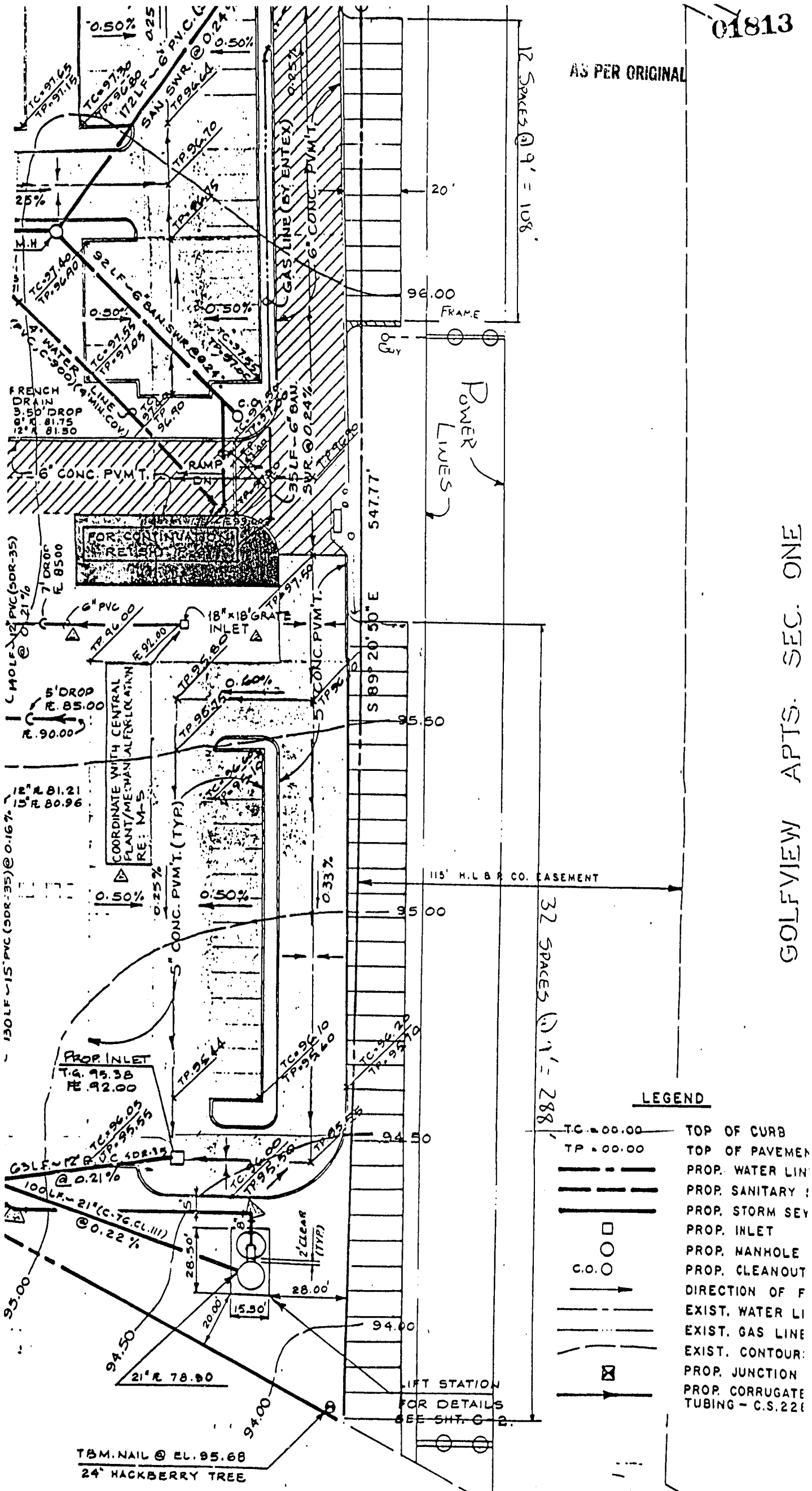
01813

AS PER ORIGINAL



22. CONSIDER REQUEST FROM COASTAL PLAINS SOIL & WATER CONSERVATION DISTRICT #31/ FOR FINANCIAL SUPPORT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept request from Coastal Plains Soil & Water Conservation District #317 for $2,000.00, as presented by Grady Dillard. Funds to come from Drainage District Contingency Fund to be matched by the state.

23. CONSIDER REQUEST FOR TAX EXEMPTION FOR PROPERTY LOCATED AT 1810 AVE. M ROSENBERG (TEAGUE-WADDELL HOUSE):

Postponed

24. APPROPRIATE FUNDS TO PAY CONDEMNATION AWARD ON BLASE PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to transfer $81,986.91 - (Jan. 85, payment) and $87,551.56 - (July 86 payment) into Capitol Improvement from Certificate of Obligation Annex fund and authorize payment of $164,535.00 to purchase 7.39 acre tract of land in the Henry Scott League, Abstract 83 known as Blase property, (adjacent to county landfill). Funds to come from Capitol Improvement Fund. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 12:10 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

25. CONSIDER MEMORANDUM OF UNDERSTANDING REGARDING PAYMENT TO GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, Commissioner Pressley voting to abstain and Judge Stavinoha voting yes, it is ordered to authorize payment to be paid monthly of $2,500.00 to Greater Fort Bend Economic Development Council totaling $30,000. Funds to come from General Fund Fees & Service from January 1, 1987 to December 31, 1987. (Recorded in minutes in full)

26. CONSIDER AD VALOREM TAX ASSESSMENT CONTRACT WITH KENDLETON I.S.D.:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to deny any contract to collect Ad Valorem tax for Kendleton I.S.D. by the County Tax Assessor/Collector.

Marsha Gaines, County Tax Assessor/Collector discussed tax collection contract with Kendleton I.S.D.

27. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND THE CITY OF FULSHEAR:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement between Fort Bend County Drainage District and the City of Fulshear. (Recorded in minutes in full)

Coastal Plains
Soil and Water Conservation District
3405 Ave. F
Rosenberg, Texas 77471

22

01815

AS PER ORIGINAL

February 26, 1987

0032

Fort Bend County Commissioners Court
Fort Bend County Courthouse
Office of the County Judge
Richmond, Texas 77469

Dear Sirs:

In the past, the Fort Bend County Commissioners Court has provided financial support to the Coastal Plains Soil and Water Conservation District.

We are again in need of your financial assistance Any assistance received will be matched by State Funds. This support will be used to finance a part-time employee to provide technical assistance to land owners and operators in the Fort Bend County and to the Fort Bend County Drainage District.

Your assistance is needed and appreciated. Therefore, we, the Board of Directors of the Coastal Plains Soil and Water Conservation District, respectfully request your financial support this year.

Sincerely,

Wilfred Hopmann

Wilfred Hopmann
Chairman of the Board
Coastal Plains S&WCD #317

$2,000

WH/ba

3 198

24

RECORDED

AS PER ORIGINAL

01816

NO. 7890

FORT BEND COUNTY, TEXAS	§	IN THE COUNTY COURT
	§	
Plaintiff,	§	
	§	
vs.	§	AT LAW OF
	§	
CHARLES HENRY BLASE	§	
and Wife WYATT LYNN BLASE	§	
	§	
Defendants	§	FORT BEND COUNTY, TEXAS

DECISION AND AWARD OF COMMISSIONERS

BE IT REMEMBERED that on the 10th day of February, 1987, in the County Courthouse of Fort Bend County, Texas, situated in Richmond, Texas, the above-styled and numbered proceeding came on to be heard before the undersigned, three disinterested residents and freeholders of Fort Bend County, Texas, heretofore appointed as Special Commissioners by the Judge of the County Court at Law of said Fort Bend County, to assess the damages caused by this condemnation proceeding, and came Plaintiff Fort Bend County, Texas, represented by counsel, and all parties present having announced ready, the Commissioners proceeded to hear evidence and arguments of the parties and make the following findings:

1. That Plaintiff Fort Bend County, Texas, acting by and through its attorneys, duly filed its original Statement and Petition for Condemnation with the Judge of the County Court at Law of said County, wherein upon the facts and for the purposes therein stated, it sought a decree of condemnation vesting in Plaintiff the fee simple title to the property described as a 7.39 acre tract of land out of

EXHIBIT "A"

the Otto Schramme 12.27 acre tract of land (call 12.04 acres in deed recorded in Volume 255, at Page 175 of the Deed Records of Fort Bend County, Texas) being off the South end of said 12.27 acre tract and being in the Henry Scott League, Abstract 83, Fort Bend County, Texas, and being more particularly described by metes and bounds on the attached exhibit "A" made a part hereof for all purposes, together with all improvements thereon, (hereinafter sometimes referred to as the "property"), and in which an interest is claimed by the Defendants CHARLES HENRY BLASE, and wife WYATT LYNN BLASE, UNITED STATES VETERANS ADMINISTRATION, LAMAR CONSOLIDATED SCHOOL DISTRICT TAX ASSESSOR-COLLECTOR, and FORT BEND COUNTY TAX ASSESSOR-COLLECTOR. Said right is more particularly described in said Original Statement and Petition for Condemnation, to which reference is made and which is made a part hereof for all purposes.

2. That upon consideration of said Original Statement and Petition filed by Plaintiff, the Judge of the County Court at Law of said County on the 7th day of January, 1987 appointed Bill Wallace, J. A.Pistole and Lee Grayless, three disinterested freeholders and residents of said County, as Special Commissioners to assess the damages caused by the condemnation of the fee simple title to the property as described hereinabove.

3. That thereafter said Special Commissioners duly qualified as such, each taking the oath prescribed by law,

which oaths are on file among the papers in this proceeding.

4. That after having so qualified, said Special Commissioners by written order duly designated and appointed the 10th day of February, 1987, 2:00 o'clock p.m. in the Fort Bend County Commissioners' Courtroom in the Fort Bend County Courthouse at Richmond, Texas as the date, time and place for hearing said Original Statement and Petition and parties, said date and time being the earliest practicable date and time, and said place being the County seat of the County in which the property that is the subject of this condemnation proceeding is situated.

5. That said Special Commissioners duly and timely issued written notice of said date, time and place of hearing in proper form; the notice with written return of same was returned to said Special Commissioners on or before the above-said date of hearing, and the Defendants were duly and timely served with notice and notified in the manner provided by law of such hearing and the date, time and place thereof.

6. That on the 10th day of February, 1987, said Special Commissioners convened, and Plaintiff appeared by and through its attorneys, and the Defendants, their agents or attorneys appeared as follows:

CHARLES HENRY BLASE, pro se
WYATT LYNN BLASE, pro se

And said Special Commissioners proceeded to hear evidence as to the damages that will be sustained by the Defendants by reason of the condemnation of the fee simple title to the property described as a 7.39 acre tract of land out of the Otto Schramme 12.27 acre tract of land (call 12.04 acres in deed recorded in Volume 255, at Page 175 of the Deed Records of Fort Bend County, Texas) being off the South end of said 12.27 acre tract and being in the Henry Scott League, Abstract 83, Fort Bend County, Texas, and being more particularly described by metes and bounds on the attached exhibit "A" made a part hereof for all purposes, together with all improvements thereon, including the damages, if any, to other property of Defendants.

Based on the evidence presented to us, having assessed the actual damages which will accrue to the owners of the property, as described hereinabove, by reason of such condemnation in accordance with the laws of the State of Texas, we have reduced to writing as required by law and state herein the amount of damages due the owners of said land by reason of the condemnation by Plaintiff Fort Bend County, Texas, of the property condemned as follows:

(1) We assess the damages to be paid by Plaintiff for the condemnation in the total amount of One Hundred Sixty Four Thousand Five Hundred Thirty Five Dollars ($ 164,535.00).

(2) We award to Plaintiff FORT BEND COUNTY, TEXAS the fee simple title to the property described as a 7.39 acre tract of land out of the Otto Schramme 12.27 acre tract of land (call 12.04 acres in deed recorded in

AS PER ORIGINAL

RECORDED

01820

Volume 255, at Page 175 of the Deed Records of Fort Bend County, Texas) being off the South end of said 12.27 acre tract and being in the Henry Scott League, Abstract 83, Fort Bend County, Texas, and being more particularly described by metes and bounds on the attached exhibit "A" made a part hereof for all purposes, together with all improvements thereon,. 0032

(3) We further decide and adjudge that all costs of this proceeding be paid by Plaintiff.

SIGNED AND DATED this 10 day of Feb., 1987.

Bill Wallace

Bill Wallace

J. A. Pistole

J. A. Pistole

Lee Grayless

Lee Grayless

Submitted by:

SAM W. DICK
District Attorney

By: Larry D. Wagenbach
Larry D. Wagenbach
Assistant District Attorney
Texas Bar No. 20648500
400 South Sixth Street
Richmond, Texas 77469
(713) 341-7410

ATTORNEYS FOR PLAINTIFF
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

RECORDED

01821

0032

ORDER

IT IS ORDERED that under the authority of Section 21.047(c) of the Texas Property Code, as amended, the fees of the Special Commissioners in this proceeding shall be taxed as costs and are set as follows:

BILL WALLACE	$300.00
J. A. PISTOLE	$300.00
LEE GRAYLESS	$300.00

SIGNED this the 11 day of February, 1987.

Walter Gill-Mean
PRESIDING JUDGE

MEMORANDUM OF FILING

The foregoing Decision and Award and all other papers connected with the above-styled and numbered proceeding were filed with me on this the 11 day of February, 1987.

Walter Gill-Mean
PRESIDING JUDGE

FILED FOR RECORD
TIME _____ A.M. P.M.

FEB 12 1987

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

ORIGINAL

RECORDED

01822

0032

FIELD NOTES

A tract or parcel of land located in Fort Bend County, Texas, to-wit:

Being 7.39 acres of land out of the Otto Schramme 12.27 acre tract of land (call 12.04 acres in deed recorded in Volume 255, page 175 of the Deed Records of Fort Bend County, Texas), being off of the South end of said 12.27 acre tract and being in the Henry Scott League, Abstract 83, Fort Bend County, Texas.

For connection begin at a point on the centerline of Klauke Road (60 feet wide) marking the Southwest corner of Rosenberg Farms Subdivision (recorded in Plat Book 4, page 25 of the Plat Records of Fort Bend County Texas); said corner being referenced by an iron pipe in the North right-of-way line of said Road bearing North 0° 0' 10" East, 30.0 feet; THENCE, North 89° 29' 40" West, 748.54 feet along the centerline of said Klauke Road and the South line of the Henry Scott League to a point for the Southeast corner of and place of beginning for this 7.39 acre tract of land; said corner also being the Southeast corner of said Otto Schramme 12.27 acre tract and the Southwest corner of the Herbert Blase 42.23 acre tract;

THENCE: North 89° 29' 40" West, 110.46 feet along said centerline and League line and the South line of said original Otto Schramme 12.27 Acre Tract to a point for the Southwest corner of this 7.39 acre tract; said corner being the Southwest corner of said 12.27 acre tract;

THENCE: North 00° 01' 40" West, at 30.0 feet pass and iron pipe set in the North right-of-way line of said road, at 591.53 feet pass an iron pipe set, in all 2880.5 feet along the West line of said original Otto Schramme Tract to a point on the Southerly bank of Seabourne Creek for the Northwest corner of this 7.39 acre tract; the centerline of said creek bears North 00° 01' 40" West, 30.5 feet and the Northwest corner of said original Schramme Tract bears North 00° 01' 40" West, 30.5 feet and the Northwest corner of said original Schramme Tract bears North 00° 01' 40" West, 1830.55 feet;

THENCE: South 89° 29' 40" East, 112.97 feet crossing said Seabourne Creek (there being a Fort Bend County Drainage District easement 60 feet wide on said creek and recorded in Volume 342, page 564 of the Deed Records) to a point on the North bank of said Seabourne Creek for the Northeast corner of this 7.39 Acre Tract of land; said corner bears South 00° 01' 20" West, 1907.9 feet from the North corner of said Schramme Tract;

THENCE: South 00° 01' 20" West, along the East line of said Schramme Tract, at 30.5 feet pass the centerline of said creek, at 2850.5 feet pass an iron pipe set in the North right-of-way line of Klauke Road, in all 2880.5 feet to the place of beginning and containing 7.39 acres of land including 0.08 acre in Klauke Road.

Exhibit A

01823

FOR ORIGINAL

0032

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:

Charles Henry Blase
514 Klauke Road
Rosenberg, Texas 77471

4. Article Number

P 297 218 839

Type of Service:

☐ Registered ☒ Certified ☐ Express Mail ☐ Insured ☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

FEB 13 1987

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the records as stamped hereon by me.

March 20th 1987 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Karen Dusek Deputy

KAREN DUSEK

EXHIBIT "B"

01824

0032

COPY OF ORIGINAL

EXHIBIT "B"

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to: Wyatt Lynn Blase 1308 Cottonwood Road Rosenberg, Texas 77471	4. Article Number P 297 218 840 Type of Service: ☐ Registered ☐ Insured ☒ Certified ☐ COD ☐ Express Mail Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature — Addressee X	8. Addressee's Address *(ONLY if requested and fee paid)*
6. Signature — Agent X	
7. Date of Delivery	

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

State of Texas
County of Fort Bend,

I, Dianne Wilson, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the records as stamped thereon by me.

March 20th 1987 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Karen Dusek Deputy
KAREN DUSEK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, hereinafter referred to as "County", and the Greater Fort Bend County Economic Development Council, hereinafter referred to as "Greater Fort Bend".

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and,

WHEREAS, it is desirable, productive, and economical to work towards this goal through a unified county effort and through an agency with specific expertise in this field; and,

WHEREAS, the County desires to contract with Greater Fort Bend for such business and industrial development services; and,

WHEREAS, Greater Fort Bend is a county wide non-profit corporation whose purpose is to accomplish all the above stated objectives;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Greater Fort Bend agree as follows:

A. The terms of this contract are from January 1, 1987, through December 31, 1988, the date of signature by the parties notwithstanding, provided, however, this contract may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice.

B. As compensation for all services provided hereunder, the County shall pay Greater Fort Bend the sum of Thirty Thousand and no/100 Dollars ($30,000.00) for an annual contract sum. In the event of early termination as provided for by subparagraph A, the County shall compensate Greater Fort Bend for all services actually provided hereunder on a pro rata basis according to the ratio the amount of time elapsed during the contract term bears to the total amount of money agreed upon herein as compensation for such term.

Payment will be by twelve (12) equal monthly payments in the sum of $2,500 each, the first of such demand payable on January 1, 1987, and a like payment on the first day of each month thereafter until fully and finally paid.

C. Greater Fort Bend agrees to develop a comprehensive program for the solicitation of industrial, business, and commercial prospects for location in Fort Bend County or a municipality located therein. The program will include but not be limited to site selection and analysis services for new business and industry seeking a location in Fort Bend County; dissemination of the demographic information about Fort Bend County to prospective new business and industry; and make recommendations for Fort Bend County to complete more successfully for new business and industry.

D. In addition to the foregoing, Fort Bend County is given the right to appoint five (5) directors to Greater Fort Bend, who shall serve for as long as this contract is in effect.

E. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly authorized by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

Date: 3/23/87

ATTEST:
Dianne Wilson
Dianne Wilson
County Clerk

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL

By: [illegible]
President

Date: 1/23/87

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE CITY OF FULSHEAR, TEXAS

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Fulshear, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of City shall set forth the following:

   a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

AS PER ORIGINAL 01828

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 198____, and must be renewed annually thereafter.

9. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties as provided herein below.

SIGNED this 16th day of March, 1987.

City of Fulshear, Texas

Mayor

ATTEST:

City Secretary

SIGNED this 23 day of March, 1987.

County of Fort Bend

County Judge

ATTEST:

County Clerk

b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.

c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.

d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.

5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.

6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

28. CONSIDER SETTING A PUBLIC HEARING FOR REPLAT OF THE MARKET AT FIRST COLONY IN PRECINCT 3 AND/OR TAKE OTHER POSSIBLE ACTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of The Market at First Colony in Precinct 3. Plat was presented to Commissioners' Court.

Randy Riley representing Lichliter/Jameson Assoc. discussed reason to replat The Market at First Colony.

29. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER MEGAN AND ALONG NEEDVILLE-FAIRCHILDS RD. IN PRECINCT 2:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable under Megan and along Needville-Fairchilds Rd. in Precinct 2. (Recorded in minutes in full)

30. CONSIDER APPLICATION FROM HANSEN MINERALS CO. TO INSTALL PIPELINE UNDER HARLEM RD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Hansen Minerals Co. to install pipeline under Harlem Rd. in Precinct 4. (Recorded in minutes in full)

31. RESET DATE OF COUNTY AUCTION TO MAY 17 AT 1:30 P.M.:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reset date of County Auction to May 17 at 12:30 p.m.

32. ACCEPT BIDS FOR THE FOLLOWING: (1) FURNISH & INSTALL 1,000 GAL. GREASE TRAP AT JAIL (#87-22); (2) PURCHASE OF ONE OR MORE NEW CRAWLER TRACTORS WITH BLADE (#87-23); (3) SPECIAL COURT BINDERS FOR COUNTY CLERK (#87-24) (4) SPECIAL COURT BINDERS FOR DISTRICT COURT (#87-26):

Furnish & install 1,000 gal. grease trap at jail:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HALBISON PLUMBING CO. for 1,000 gal. grease trap in the amount of $2,799.00. (Recorded in minutes in full)

Purchase of one or more new crawler tractors with blade:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HI-WAY EQUIPMENT for one crawler tractor with blade in the amount of $169,455.00 for Drainage District. (Recorded in minutes in full)

Special court binders for County Clerk:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to WAYNE MEYERS for 5000 court binders in the amount of $881.12 per 1000 for County Clerk. (Recorded in minutes in full)

Special court binder for District Clerk:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to WAYNE MEYERS for 5000 court binds in the amount of $746.85 per 1000 for District Clerk. (Recorded in minutes in full)

29 01831

AS PER ORIGINAL

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23rd. day of March, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated March 16, 1987, permit no. 80804 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner 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 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 copies 3/25/87

AS PER ORIGINAL Appl. # 80804 01832

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, Texas.

Karl E. Baker, P.E.
Karl E. Baker, P. E.
Assistant Engineer

March 19, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 1 01833
PERMIT NO. 80804

Formal notice is hereby given that Fort Bend Telephone Co., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Megan	Megan @ Needville-Fairchild Rd.	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
Needville-Fairchild	Megan @ Needville-Fairchild	1,112'	1,112'

General Description

Beginning at the Northwest intersection of Megan Dr. and Needville-Fairchild Road. Thence, boring under Megan Drive and proceeding in a northeasterly direction 1,112' at 5' from the Northwest R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: March 16, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-392-9701

AS PER ORIGINAL 30

01834

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23rd. day of March, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hansen Minerals Co. dated March 19, 1987, permit no. 80805 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 17th. 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 Tutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L. Kruchten
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned copies 3/25/87

C1835

Appl. # AS PER ORIGINAL 80805

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, Texas.

Karl E. Baker, ap.
Karl E. Baker, P. E.
Assistant Engineer

March 19, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $10,000

AS PER ORIGINAL

01836

AFFIDAVIT

STATE OF TEXAS)

COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day appeared, JOHN J. SURKO, Vice President of HANSON MINERALS COMPANY with offices at 2925 Briarpark, Suite 1000, Houston, Texas 77042, known to me to be a credible person, who after being by me first duly sworn, on oath, deposes and says:

"Pursuant to the terms of Article 6002 of Vernon's Texas Civil Statutes, Hanson Minerals Company, a Texas company, has the right to lay its gas pipeline under Harlem Road since it is maintained and owned by Fort Bend County, provided that Hanson Minerals Company lay such pipeline under the approval and direction of the Commissioners Court of Fort Bend County. In my capacity as Vice President of Hanson Minerals Company, I have furnished the Commissioners Court of Fort Bend County with an application to lay said pipeline along with all necessary maps, plans and proof of bonding. Upon receipt of the authority to lay said gas pipeline, I will notify the Commissioners Court and/or the County Engineer prior to commencement of actual construction operations. Hanson Minerals Company has already received permission from the property owners on either side of Harlem Road to construct said gas pipeline."

FURTHER, affiant sayeth not.

SUBSCRIBED AND SWORN TO, before me, this the 18th day of March, 1987.

Richard P. Lucas
Notary Public in and for
the State of Texas

RICHARD P. LUCAS
Notary's Printed Name

My commission expires: 4-25-88

#2291L
3-18-87
RPL/bgm

30

C1837

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

AS PER ORIGINAL

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Hanson Minerals Company as principal and Hartford Fire Insurance Company as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of TWO THOUSAND ---------- DOLLARS ($2,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounded principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiciton of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounded principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, condutis and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

3/23/87 CCA

AS PER ORIGINAL

C1838

to be by said principal done and performed; at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 19th day of March, 1987

HANSON MINERALS COMPANY
PRINCIPAL

Steven M. Morris, V.P.
BY:

HARTFORD FIRE INSURANCE COMPANY
SURETY

BY: Robert E. Holloway
Attorney in Fact
Hartford Fire Insurance Company

AS PER ORIGINAL 32/1 01839

FURNISH AND INSTALL 1000 GALLON GREASE TRAP AT THE FORT BEND COUNTY JAIL
BID #87-22

0032

COMPANY	BID PRICE	PRICE GUARANTEE
HALBISON PLBG CO.	$2,799.00	60 DAYS
R & W CONSTRUCTION	$3,200.00	5 DAYS

32/2 01840

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTORS WITH BLADE
BID #87-23

AS PER ORIGINAL

0032

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE
*HI-WAY EQUIPMENT	$169,455.00	30 DAYS	30 DAYS
WAUKESHA-PEARCE	$178,792.00	60 DAYS	45 DAYS

*IF 24" SHOES ARE DESIRED DEDUCT $1,000.00.

32/3

SPECIAL COURT FOLDERS - FORT BEND COUNTY CLERK
BID #87-24

COMPANY	PRICE PER THOUSAND IN LOTS OF FIVE THOUSAND	PRICE PER THOUSAND IN LOTS OF TEN THOUSAND
WAYNE MYERS CO.	$881.12	$798.00
ADVANCED OFFICE SYSTEMS	$962.35	$876.00

SPECIAL COURT FOLDERS - FORT BEND COUNTY DISTRICT CLERK
BID #87-26

COMPANY	PRICE PER THOUSAND IN LOTS OF FIVE THOUSAND	PRICE PER THOUSAND IN LOTS OF TEN THOUSAND
WAYNE MYERS CO.	$746.85	$677.50
ADVANCED OFFICE SYSTEMS	$837.75	$752.35

AS PER ORIGINAL

C18411

33. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ART. 6252-17, SECTION 2 (E) & (F), V.T.C.S.: AND TAKE ACTION, IF NECESSARY:

AS PER ORIGINAL

Cancelled

34. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW CRAWLER TRACTORS WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN (#87-27); AND (2) ONE OR MORE NEW RUBBER TIRED TRACTORS WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN (#87-28):

Open bids for one or more ne crawler tractors with hydraulic boom mower with or without trade-in:

The following bids were presented to Commissioners' Court for review.

A) CASE POWER & EQUIPMENT
B) MUSTANG TRACTOR AND EQUIPMENT
C) PRECO MACHINERY SALES, INC.
D) TOM FAIREY COMPANY
E) WAUKESHA-PEARCE INDUSTRIES, INC.

Open bids for one or more new rubber tired tractors with hydraulic boom mower with or without trade-in:

The following bids were presented to Commissioners' Court for review.

A) CASE POWER & EQUIPMENT
B) PRECO MACHINERY SALES, INC.
C) LANDOWNE-MOODY
D) ROSENBERG FORD TRACTOR

35. 1:30 P.M.- CONSIDER APPROVAL OF PLAT FOR: (1) TIERRA GRANDE SUBDIVISION IN PRECINCT 2: (2) CHURCH PARK SUBDIVISION IN FIRST COLONY IN PRECINCT 4 (3) REPLAT OF WEST OAKS VILLAGE, SECTION 1 IN PRECINCT 3:

Approve Tierra Grande Subdivision plat in Precinct 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Tierra Grande Subdivision plat in Precinct 2 as presented. Plat, Letter of Credit, Tax Statement and Easement. (Recorded in minutes in full)

Approve Church Park Subdivision in First Colony in Precinct 4:

Postponed

Approve replat of West Oaks Village, Section 1 in Precinct 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of West Oaks Village, Section 1 in Precinct 3. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 2:00 p.m.

36. 1:45 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE: (SEPARATE AGENDA FILED AND POSTED:

See attached Drainage District Board minutes.

AS PER ORIGINAL 34 1)

01843

0032

BID ITEM: CRAWLER TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN

BID NUMBER: 87-27

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALAMO GROUP INC.	
ALLIED RENT-ALL	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT ✓	45,596.00 / No trade
CONLEY-LOTT NICHOLS MACHINERY	
D.M. COOK COMPANY	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EAST BERNARD IMP., INC.	
EL CAMPO EQUIPMENT CO., INC.	
GALIN CORP.	
GOLDTHWAITE'S OF TEXAS, INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT	
HORTICULTURAL SERVICES, INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J. SMITH SERVICES	
JOHNSON & ROACH TRACTOR CO.	
LAMAR TRACTOR COMPANY	
MUSTANG TRACTOR AND EQUIPMENT ✓	NO BID
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC. ✓	41,500 / 4,000 & 2500 trade in
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO., INC.	
ROMCO EQUIPMENT COMPANY	
SOUTH TEXAS EQUIPMENT CO., INC.	
TOM FAIREY COMPANY ✓	37,147.00 / 1500 trade in
TOMM LEE, INC.	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES, INC. ✓	47,590 / 1500 & 2500 trade in

AS PER ORIGINAL 34/2

BID ITEM: RUBBER TIRED TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN

BID NUMBER: 87-28

01844

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALAMO GROUP INC.	
ALLIED RENT-ALL	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT ✓	26,678.40 / No trade
CONLEY-LOTT NICHOLS MACHINERY	
D.M. COOK COMPANY	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EAST BERNARD IMP., INC.	
EL CAMPO EQUIPMENT CO., INC.	
GALIN CORP.	
GOLDTHWAITE'S OF TEXAS, INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT	
HORTICULTURAL SERVICES, INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
J. SMITH SERVICES	
JOHNSON & ROACH TRACTOR CO.	
LAMAR TRACTOR COMPANY	
MUSTANG TRACTOR AND EQUIPMENT	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC. ✓	24,888 / 4000 & 2500 trade in
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO., INC.	
ROMCO EQUIPMENT COMPANY	
SOUTH TEXAS EQUIPMENT CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES, INC.	
Landowne-Moody –	29,150 / No trade
Rosenberg Ford Tractor –	28,961 / No trade

RECONVENE:

Commissioners' Court reconvened at 3:15 p.m.

37. 2:00 P.M.- HOLD PUBLIC HEARING ON THE PROPOSED USE OF REVENUE SHARING FUNDS:

Richard Selleh discussed Revenue Sharing Funds of $16,594 received in 1987 from entitlement 1-17.

Fort Bend Regional Council of Alcohol & Drug Abuse represented by Kay Trippichio requested $50,000 to maintain current programs.

Fort Bend Senior Citizens represented by Martha Grady request $50,000 to maintain current programs.

38. APPROVE BILLS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to approve bills as presented by County Auditor.

39. ADJOURNMENT:

Commissioners' Court adjourned at 4:10 p.m. Monday, March 23, 1987.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 23RD day of MARCH, 1987 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 APPROVAL OF AND EXECUTE AMENDED AGREEMENT BETWEEN FORT BEND COUNTY, FORT BEND COUNTY DRAINAGE DISTRICT AND PECAN GROVE M.U.D.:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve of and execute amended agreement between Fort Bend County, Fort Bend County Drainage District and Pecan Grove M.U.D. (Recorded in minutes in full)

2. MR. LARRY DUNBAR, ESPEY, HUSTON & ASSOCIATES, RE: STATUS ON WATERSHED STUDY FOR OYSTER CREEK:

   Larry Dunbar representing Espey, Huston & Assoc. discussed status on watershed study for Oyster Creek. (Recorded in minutes in full)

3. CONSIDER REQUEST BY CITY OF STAFFORD & CITY OF MISSOURI CITY TO ACCEPT THE CONSTRUCTION CONCEPT OF THE STAFFORD RUN DRAINAGE STUDY PREPARED BY JONES & CARTER INC. AS THE MASTER PLAN FOR THE WATERSHED:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the construction concept of the Stafford Run Drainage study as presented by City of Stafford and City of Missouri City, represented by Bob Jones. (Recorded in minutes in full)

   Cecil Willis, City of Stafford Council member discussed the need to accept the drainage concept as presented.

4. CONSIDER APPROVAL OF A DRAINAGE EASEMENT ON LONG POINT SLOUGH THROUGH PARK WESTHEIMER IN PRECINCT 3:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve drainage easement on Long Point Slough through Park Westheimer in Precinct 3 as presented by Harry Walker. (Recorded in minutes in full)

5. DISCUSS AND APPROVE ENGINEERING STUDY AND PLANS FOR DITCH "H" AT HIGHWAY 90-A BRIDGE. FUNDS FROM UPPER OYSTER CREEK PARTICIPATIONS AND BRIDGE PROGRAM:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize an engineering study and develop plans for Ditch "H" at Highway 90-A bridge. Funds to come from Upper Oyster Creek participations and bridge program (approx. $70,000).

w/N board
3611

01847

0032

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AMENDED
DRAINAGE AGREEMENT

This Drainage Agreement is made and entered into by and between Pecan Grove Municipal Utility District ("PGMUD"), Fort Bend County Drainage District ("FBCDD"), both political subdivisions of the State of Texas, organized under Article 16, Section 59 of the Texas Constitution, and Pecan Grove Associates ("PGA").

WHEREAS, at the regular meeting of the Fort Bend County Drainage District Board on the 21st day of July, 1986, FBCDD considered and approved an agreement between Pecan Grove Municipal Utility District, Fort Bend County Drainage District, and Pecan Grove Associates; and

WHEREAS, the aforesaid parties to the agreement desire to modify and amend same through this agreement; and

WHEREAS, PGMUD requires drainage for Grove Section 6, Grove Section 7, and Grove Section 8, totaling 138.91 acres (the "Property"), which Property is located within the boundaries of PGMUD; and

WHEREAS, FBCDD has determined that Oyster Creek must be improved to handle storm water from the Property in lieu of on-site detention or other drainage facilities on the Property to serve the same purpose; and

WHEREAS, FBCDD has jurisdiction over drainage into the Oyster Creek watershed and, based upon engineering studies performed by the County Engineer, has determined to require a regional approach to provide drainage from the impact of development in the watershed; and

WHEREAS, FBCDD established a cost of $600.00 per acre as a fair and uniform method of distributing the cost of improvements within the Oyster Creek watershed and has determined that this per acre cost is an effective and equitable way to provide drainage capacity for the Property; and

WHEREAS, FBCDD required PGMUD to pay the $600.00 per acre cost to drain the Property and Pecan Grove Associates ("PGA"), as the then-owner of the Property, paid to FBCDD $83,343.00 ($600 per acre) on behalf of PGMUD because PGMUD did not have bond funds legally available; and

WHEREAS, FBCDD made certain improvements within the Oyster Creek watershed using funds contributed from PGA and others to provide drainage capacity for the Property, as well as other property located within Oyster Creek watershed; and

WHEREAS, FBCDD has allocated drainage capacity in the Oyster Creek watershed to the Property;

NOW, THEREFORE, for and in consideration of the good and valuable consideration hereinafter described, the receipt and sufficiency of which is hereby acknowledged, the parties hereby contract, covenant, and agree as follows:

FBCDD hereby allocates drainage capacity in the Oyster Creek watershed to Grove Section 6, Grove Section 7 and Grove Section 8 (totaling 138.91 acres) within PGMUD in return for the $83,343.00 paid on behalf of PGMUD by PGA and agrees that such capacity will not be reduced nor will on-site detention or additional drainage facilities or charges be required to fully develop the Property.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the later of the dates shown below.

SIGNED this 15th day of March, 1987.

PECAN GROVE ASSOCIATES, a joint venture composed of

ATLAS REALTY COMPANY

By: _____
Risher Randall,
Executive Vice President

01849

AS PER ORIGINAL

0032

BELCROSS, INC.

By: Milton C. Cross
Milton C. Cross, President

J. B. LAND CO., INC.

By: J. B. Benin
J. B. Benin, Jr., President

SIGNED this 26th day of FEBRUARY, 1987.

PECAN GROVE MUNICIPAL UTILITY DISTRICT

By: Jac Gruell
President, Board of Directors

ATTEST:

Secretary, Board of Directors

SIGNED this 23 day of March, 1987.

FORT BEND COUNTY DRAINAGE DISTRICT

By: Jodie E. Stavinoha
County Judge

ATTEST:

Joanne Nelson
County Clerk

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AMENDED
DRAINAGE AGREEMENT

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IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the later of the dates shown below.

SIGNED this 19 day of March, 1987.

PECAN GROVE ASSOCIATES, a joint venture composed of

ATLAS REALTY COMPANY

By: _____
Risher Randall,
Executive Vice President

AS PER ORIGINAL 01852

0032

BELCROSS, INC.

By: Milton C Cross
Milton C. Cross, President

J. B. LAND CO., INC.

By: _____
J. B. Belin, Jr., President

SIGNED this 26th day of FEBRUARY, 1987.

PECAN GROVE MUNICIPAL UTILITY DISTRICT

By: Joe Grillo
President, Board of Directors

ATTEST:

Secretary, Board of Directors

SIGNED this 23 day of March, 1987.

FORT BEND COUNTY DRAINAGE DISTRICT

By: Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

ESPEY, HUSTON & ASSOCIATES, INC.

AS PER ORIGINAL

MASTER PLAN
FOR
OYSTER CREEK WATERSHED

	Project Location	Project Description
I.	Flat Bank Creek	FULL CHANNELIZATION: (145 ft. Bottom Width; 4:1 Side Slopes; Channel Slope = 0.050%; R.O.W. 365-445 ft.)
I.	Oyster Creek (between Dulles Road and Flat Bank)	FULL CHANNELIZATION: (Variable Bottom Width up to 40 ft.; 4:1 Side Slopes; Channel Slope 0.033%; R.O.W. 240-325 ft.)
III.	Stafford Run	CHANNELIZATION AND DETENTION: CHANNEL: (Variable Bottom Width up to 70 ft. with some concrete lining; 3:1 Side Slopes; Channel Slope 0.060%; R.O.W. 130-200 ft.); DETENTION: (90 acres w/ 875 ac-ft storage).
IV.	Amil Gates (@ Char Lake Diversion into Ditch (H)	CHANGE EXISTING OPERATING SCHEME: (Lower elevation at which gates open by 0.5 ft. to be consistent with original design)
V.	Ditch H (along with Oyster Creek upstream of Dam 1)	FULL CHANNELIZATION: I. Ditch H: (Variable Bottom Width up to 275 ft.; 4:1 side slopes. Oyster Creek: (Variable Bottom Width up to 450 ft.; 4:1 side slopes) FULL CHANNELIZATION W/ UPSTREAM OVERFLOW: II. Ditch H: (Variable Bottom Width up to 180 ft.; 4:1 side slopes) Oyster Creek: (Variable Bottom Width up to 200 ft.; 4:1 side slopes)
VI.	Red Gully	FULL CHANNELIZATION

01854

AS PER ORIGINAL

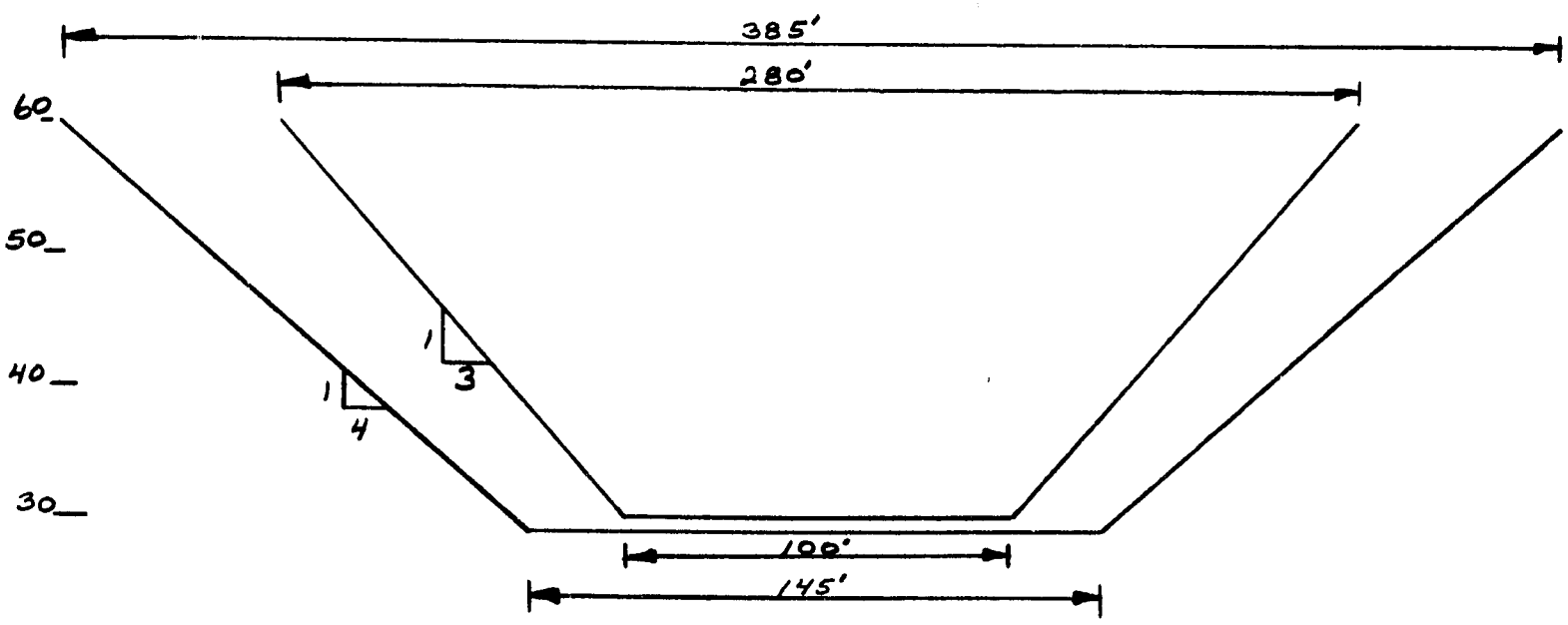
0032

MATER PLAN
FOR
FLATBANK CREEK

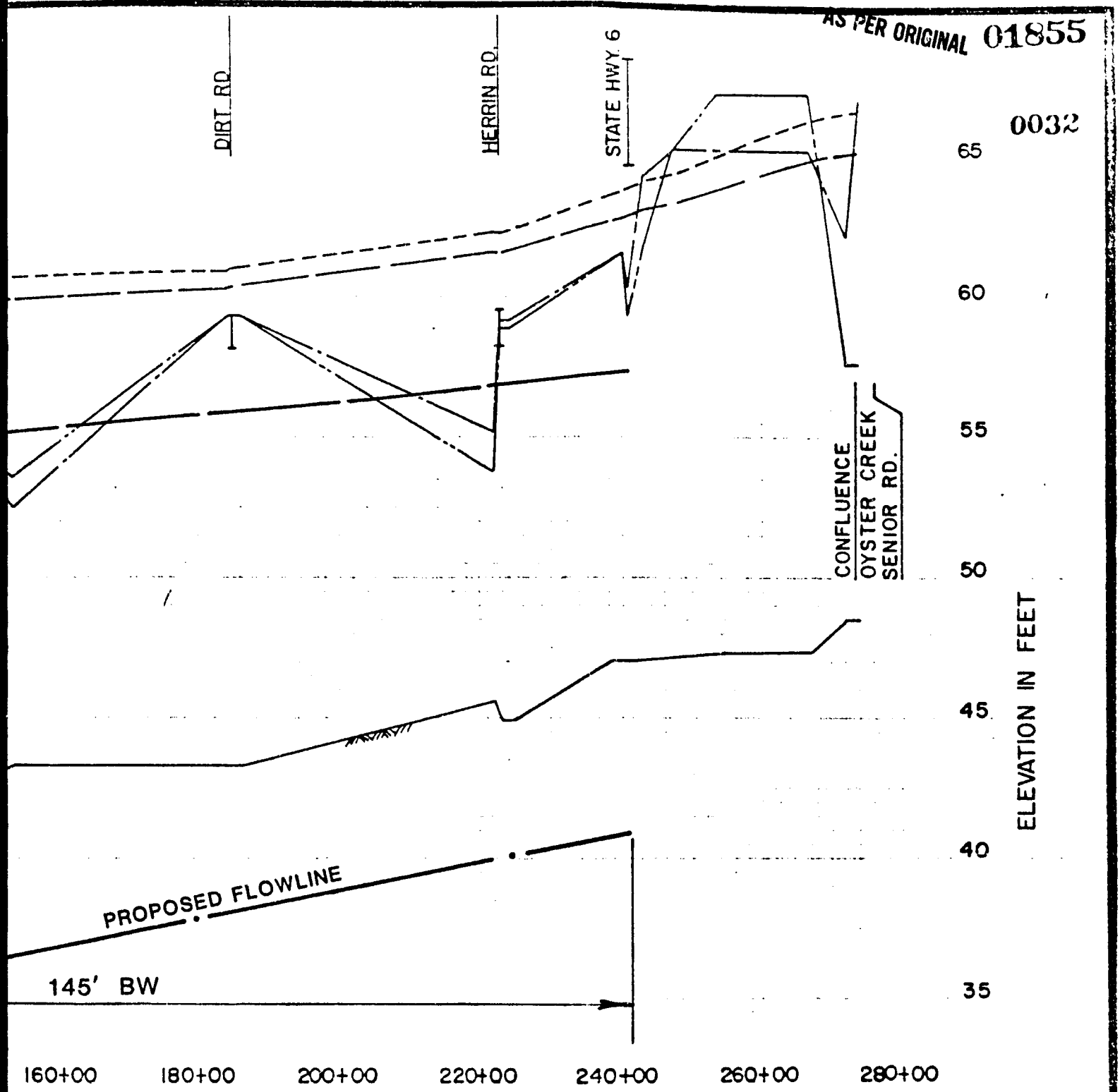
Full Channelization (Modification of plan developed by Lichliter/Jameson & Associates in 1983).

Channel Characteristics	Plan Details EH&A	Plan Details L/J
Bottom Width (ft.)	125-145	100
Side Slopes (Horiz.:Vert.)	4:1	3:1
Channel Slope (ft./ft.)	0.050%	0.075%
Excavation (Million Cubic Yards)	2.85	-
Maintenance Berm Width (ft.)	30	20
Right-of-Way (ft.)	365-445	270-320
Ultimate 100-Year Discharge at mouth (cfs)	12,800	9,900
Ultimate 100-Year Water Surface Elevation @ Hwy. 6 (ft.-msl)	57.5	57.5

TYPICAL X-SECTION



AS PER ORIGINAL 01855



LEGEND

- EXISTING FLOWLINE
- RIGHT TOP OF BANK
- LEFT TOP OF BANK
- 100-YEAR WATER SURFACE
- 25-YEAR WATER SURFACE

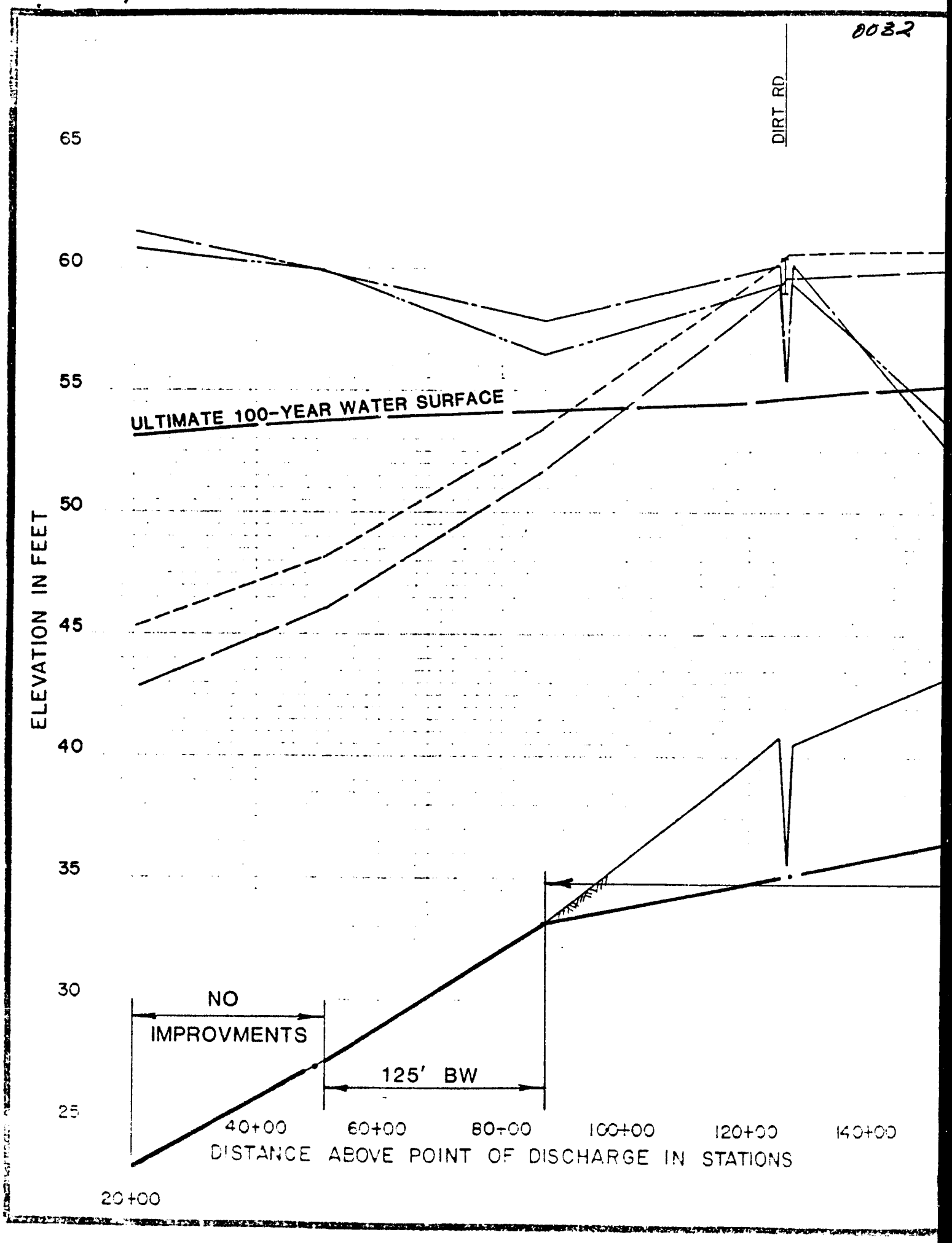
ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

FORT BEND CO. MASTER DRAINAGE PLAN
FLAT BANK
EXISTING CONDITIONS/WATER SURFACE PROFILES

JOB NO	DATE	EXHIBIT
7707-10	AUGUST, 1986	10

1855A

0032


DIRT RD
65
60
55
50
45
40
35
30
25
ELEVATION IN FEET
ULTIMATE 100-YEAR WATER SURFACE
NO
IMPROVMENTS
125' BW
20+00
40+00
60+00
80+00
100+00
120+00
140+00
DISTANCE ABOVE POINT OF DISCHARGE IN STATIONS

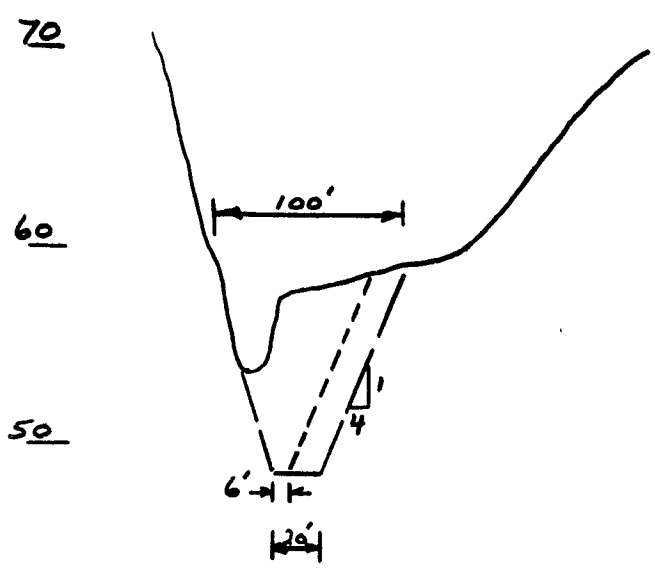
AS PER ORIGINAL

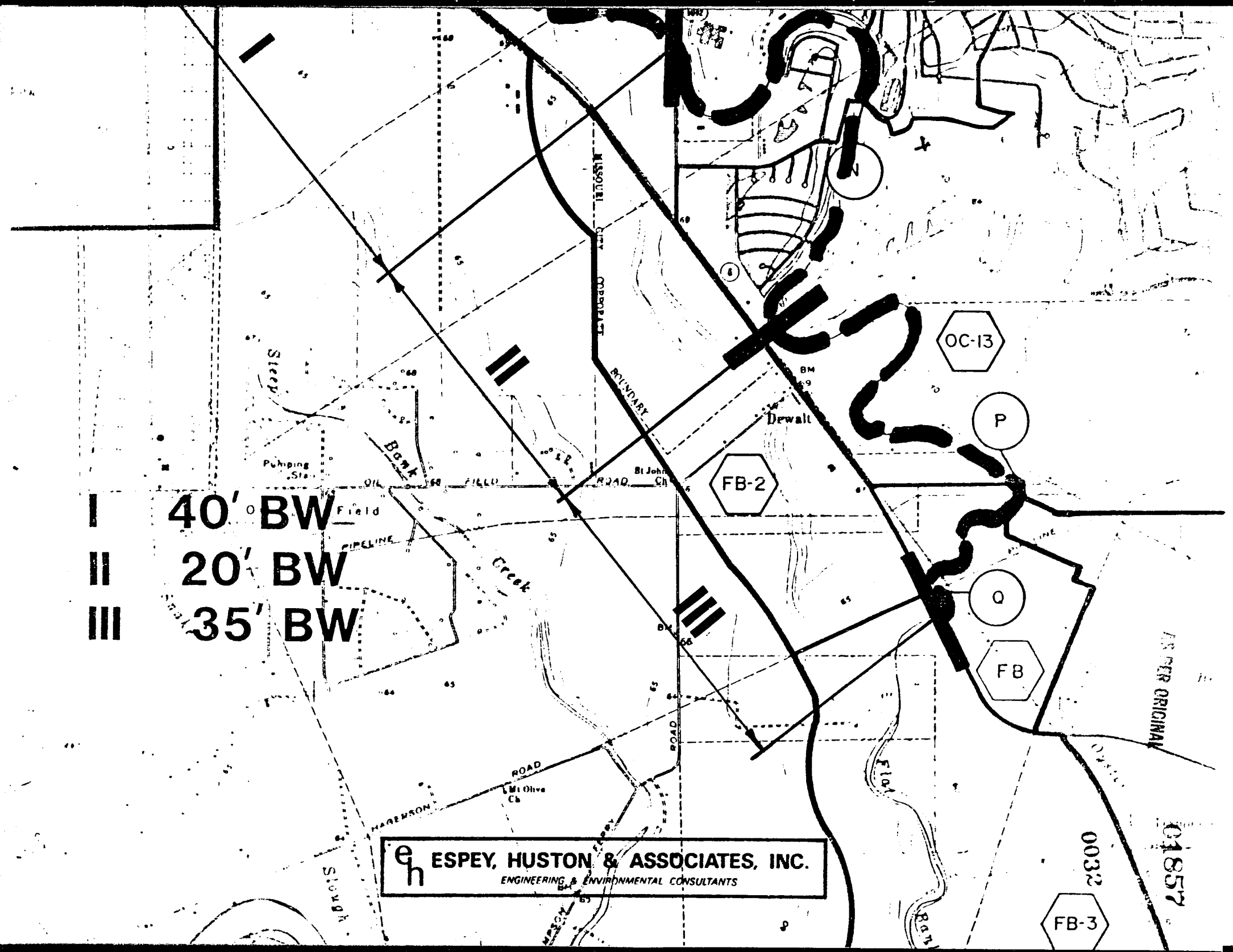
MASTER PLAN
FOR
MIDDLE OYSTER CREEK
(Dulles Rd. to Flatbank)

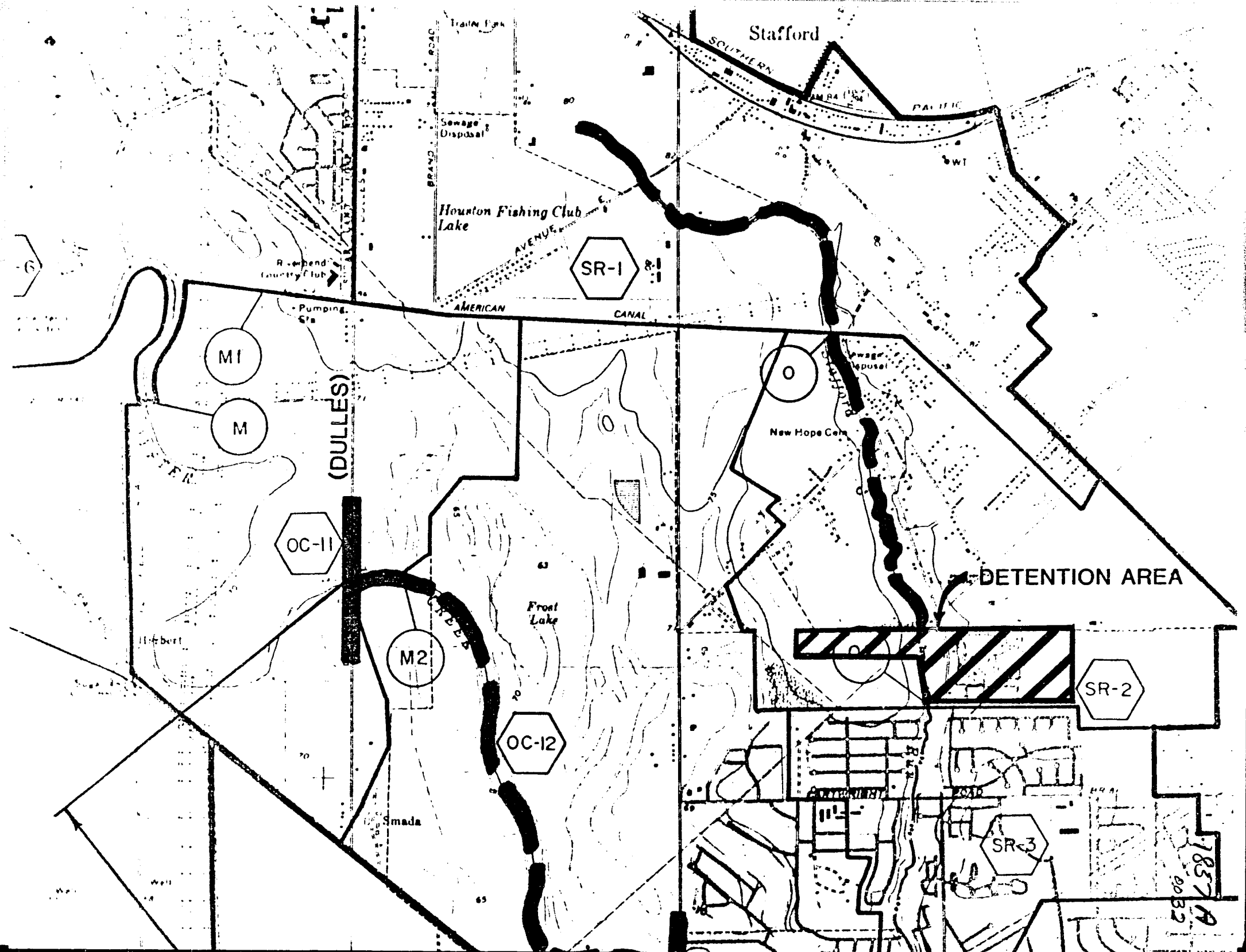
Full Channelization (Plan developed in conjunction with LAN and Missouri City.)

Channel Characteristics	Plan Details
Bottom Width (ft.)	20-40
Side Slopes (Horiz.:Vert.)	4:1
Channel Slope (ft./ft.)	0.033-0.040%
Excavation (Million Cubic Yards)	1.1
Maintenance Berm Width (ft.)	30
Right-of-Way (ft.)	240-325
Ultimate 100-year Discharge @ Hwy. 6 (cfs)	9,800
Ultimate 100-year Water Surface Elevation @ Dulles Rd. (ft.-MSL)	67.5 (FIS @ 66.5) (LAN @ 68.3)

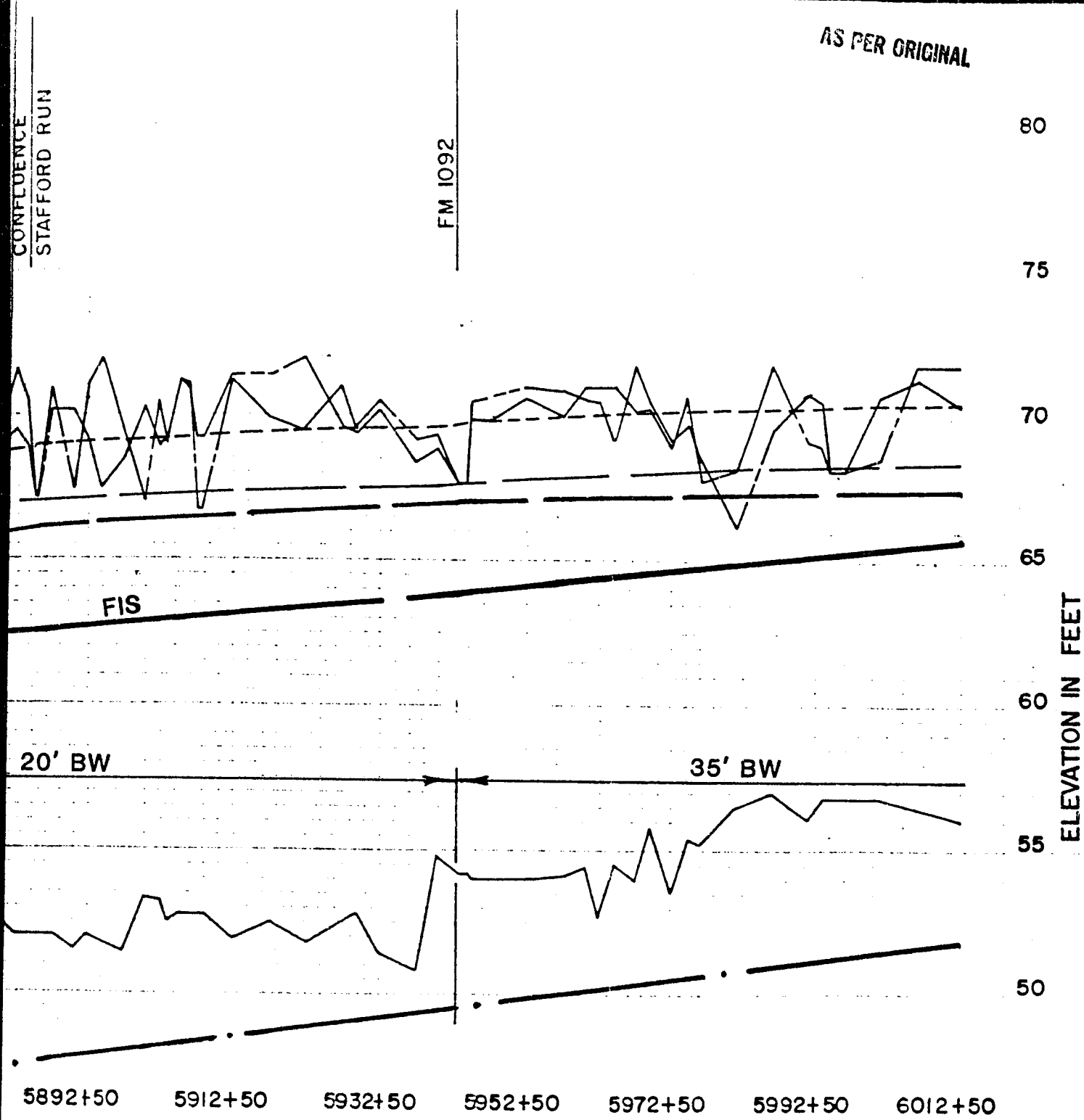
TYPICAL X-SECTION




I 40' BW
II 20' BW
III 35' BW
OC-13
P
Q
FB
FB-2
FB-3
Dewalt
Pumping Sta
OIL FIELD ROAD
PIPELINE
Creek
Bank
Steep
Slough
HAGERSON ROAD
Mt Olive Ch
MISSOURI CITY CORPORATE BOUNDARY
Flat
AS PER ORIGINAL
0032
01857
ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS


Stafford
SOUTHERN
PACIFIC
Sewage Disposal
Houston Fishing Club Lake
AVENUE
SR-1
AMERICAN
CANAL
Pumping Sta
M1
M
(DULLES)
OC-11
M2
Frost Lake
OC-12
Smada
O
New Hope Cem
DETENTION AREA
SR-2
SR-3

AS PER ORIGINAL



LEGEND

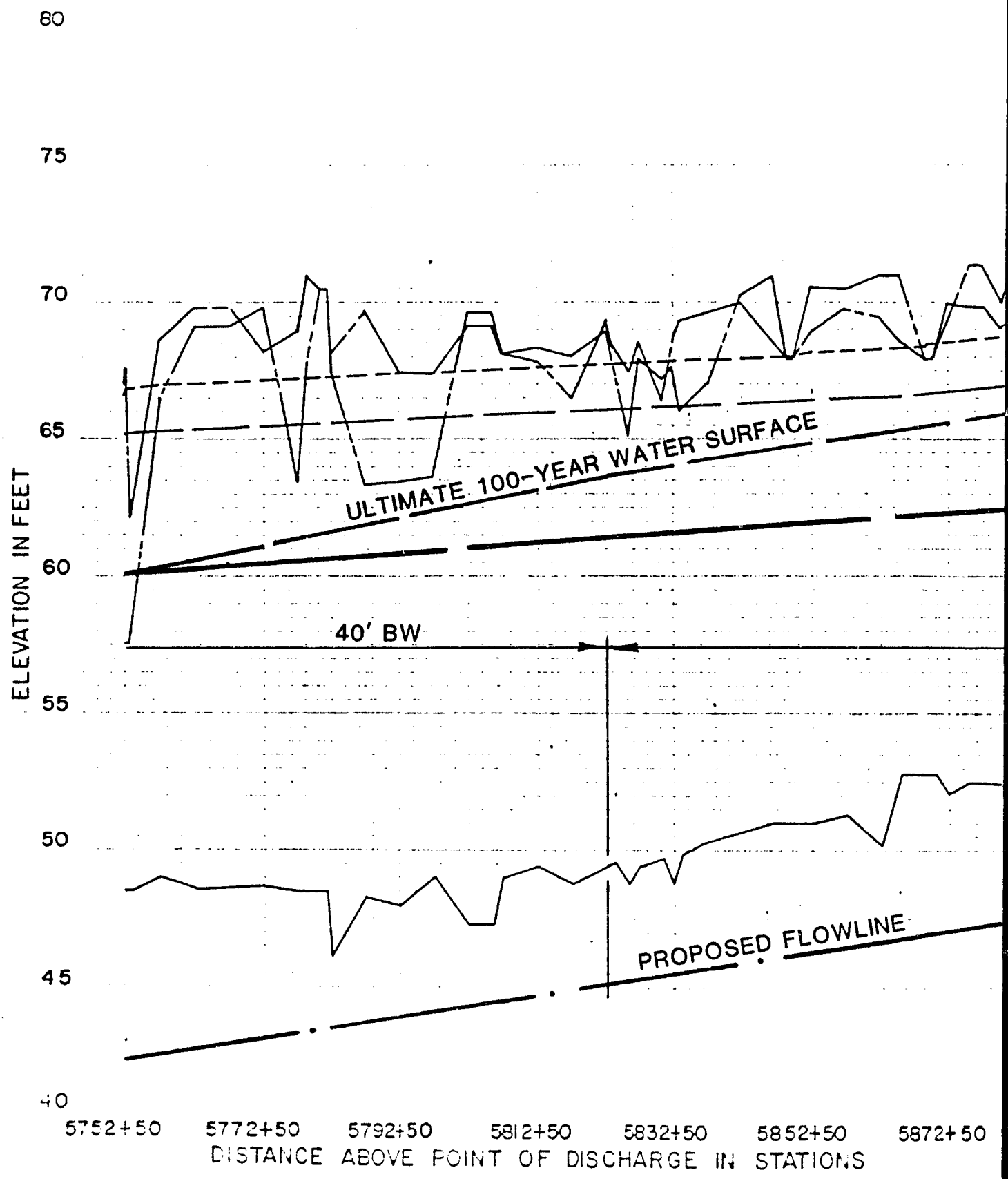
- EXISTING FLOWLINE
- RIGHT TOP OF BANK
- LEFT TOP OF BANK
- 100-YEAR WATER SURFACE
- 25-YEAR WATER SURFACE

ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

FORT BEND CO. MASTER DRAINAGE PLAN
OYSTER CREEK
EXISTING CONDITIONS/WATER SURFACE PROFILES

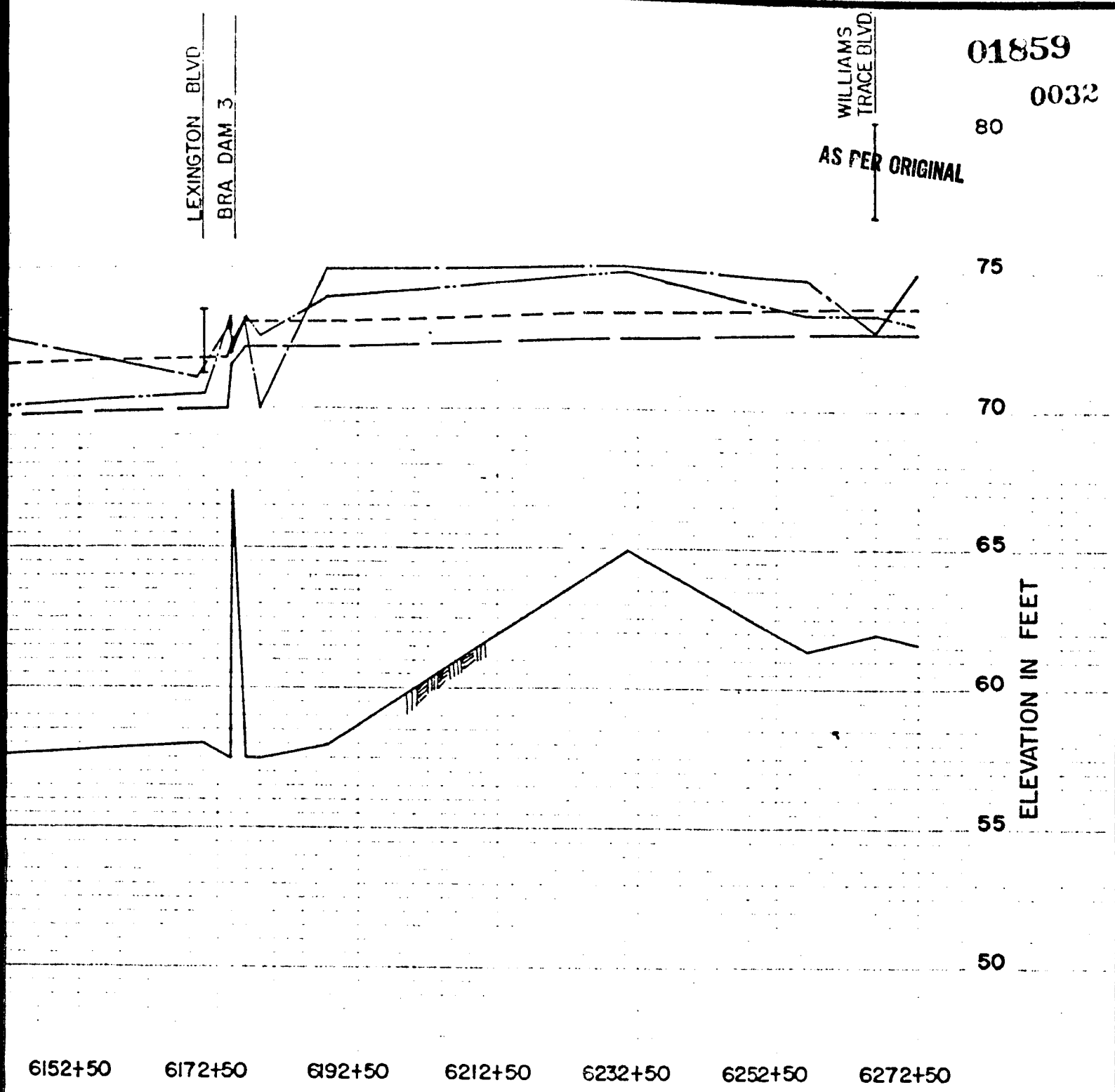
JOB NO 7707-10	DATE AUGUST, 1986	EXHIBIT 11

1858 A
0032


80
75
70
65
60
55
50
45
40
ELEVATION IN FEET
ULTIMATE 100-YEAR WATER SURFACE
40' BW
PROPOSED FLOWLINE
5752+50
5772+50
5792+50
5812+50
5832+50
5852+50
5872+50
DISTANCE ABOVE POINT OF DISCHARGE IN STATIONS

01859

0032



LEGEND

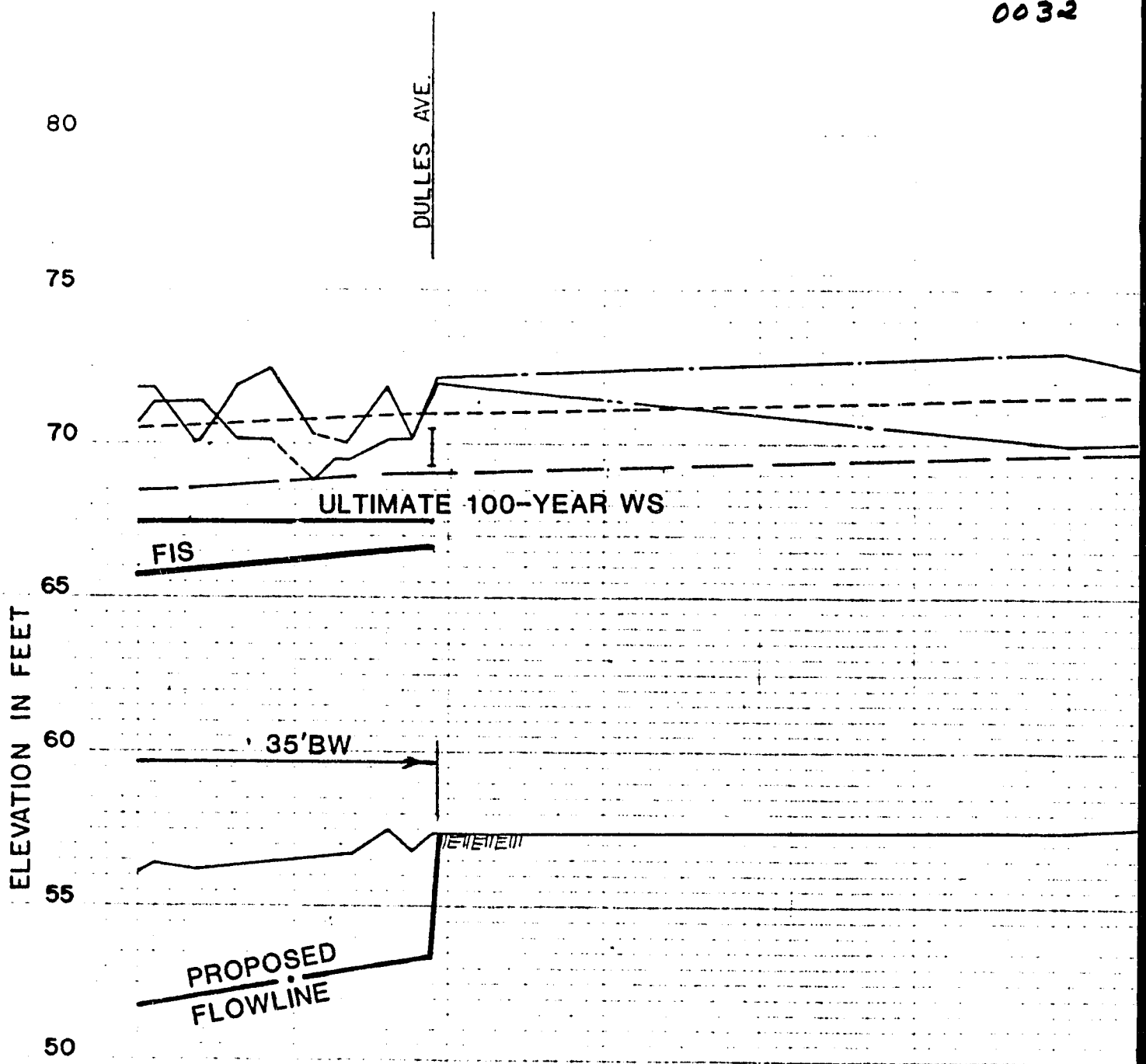
- EXISTING FLOWLINE
- RIGHT TOP OF BANK
- LEFT TOP OF BANK
- 100-YEAR WATER SURFACE
- 25 - YEAR WATER SURFACE

ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

FORT BEND CO. MASTER DRAINAGE PLAN
OYSTER CREEK
EXISTING CONDITIONS/WATER SURFACE PROFILES

JOB NO 7707-10	DATE AUGUST, 1986	EXHIBIT 12

1859 A
0032


DULLES AVE.
80
75
70
65
60
55
50
ELEVATION IN FEET
ULTIMATE 100-YEAR WS
FIS
35'BW
PROPOSED
FLOWLINE
6012+50
6032+50
6052+50
6072+50
6092+50
6112+50
6132+50
DISTANCE ABOVE POINT OF DISCHARGE IN STATIONS

AS PER ORIGINAL

MASTER PLAN FOR STAFFORD RUN

Channelization and Detention: (Modification of plan developed by Jones & Carter in 1986 for Stafford and Missouri City.)

Channel Characteristics	Plan Details	
Bottom Width (ft.)	20-70 (Grass) 15-30 (Concrete)	
Side Slopes (Horiz.:Vert.)	3:1 (Grass) 2:1 (Concrete)	
Channel Slope (ft./ft.)	0.060%	
Excavation (Million Cubic Yards)	0.35 (Channel) 0.60 (Detention)	vs. 0.75 (Jones & Carter)
Detention Pond Storage (ac-ft)	875	vs. 1070 (Jones & Carter)
Maintenance Berm Width (ft.)	30	vs. 20 (Jones & Carter)
Right-of-Way (ft.)	130-200	vs. 110-180 (Jones & Carter)
Ultimate 100-Year Discharge at mouth (cfs)	2450 cfs	

AS PER ORIGINAL

MASTER PLAN
FOR
AMIL GATES
(@ Char Lake Diversion)

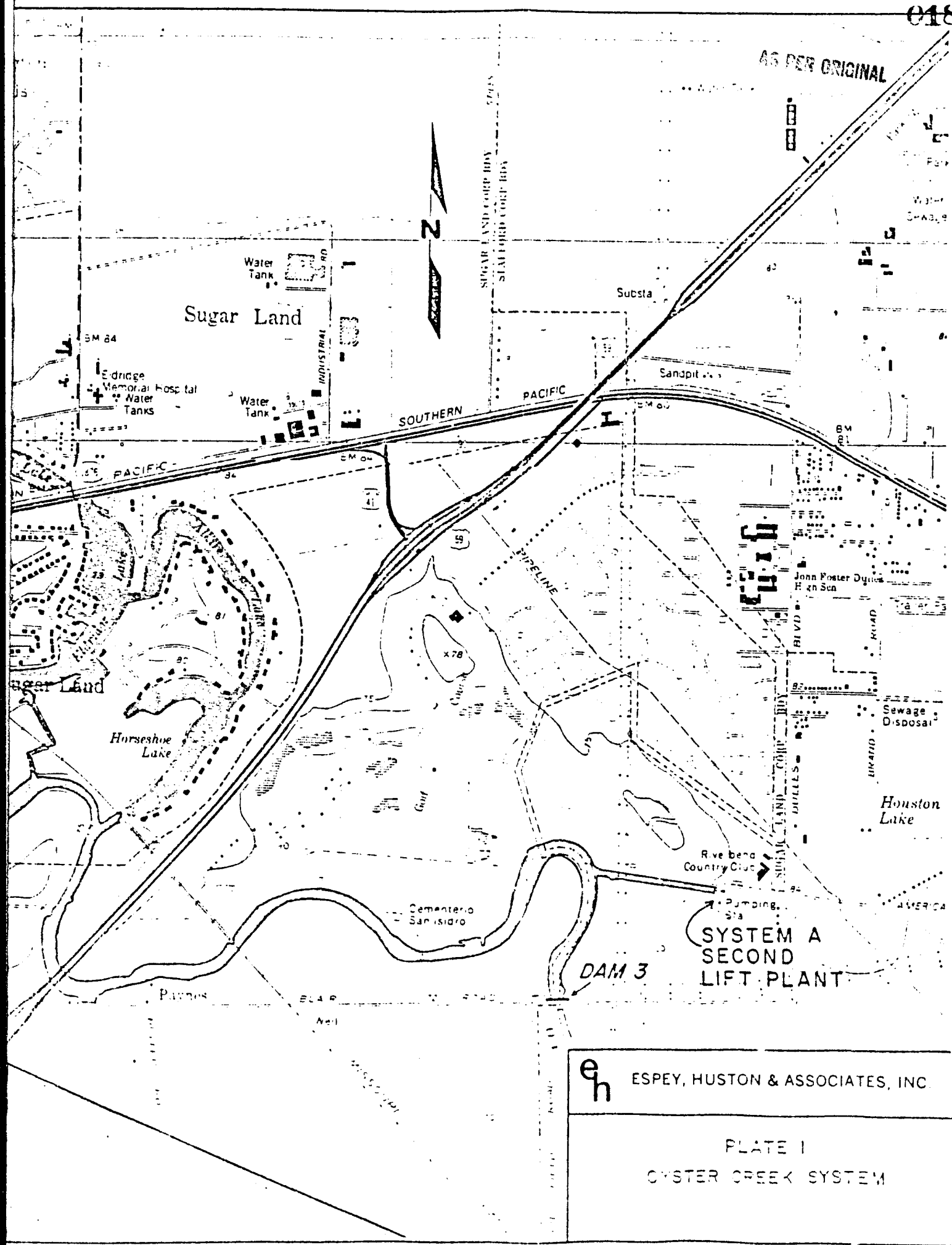
Change Operating Scheme: Modify existing operation to be consistent with original design operating scheme.

Project Characteristics	Operations: Existing	Operations: Design (Ultimate)
Number of Gates in Operation (Automatically)	2	3
Design Flow Capacity of Gates in Operation (cfs) (1330 cfs per gate)	2660	3990
Gates Start To Open at Water Surface Elevation (ft-MSL)	72.8e	72.3
Gates Fully Open at Water Surface Elevation (ft-MSL)	74.0e	72.8
Existing 100-Year Discharge thru Gates (cfs)	2000 (1000 cfs over Dam 2)	2700 (300 cfs over Dam 2)
Ultimate 100-Year Discharge thru Gates (cfs)	-	3900 (700 cfs over Dam 2)

01862

0032

AS PER ORIGINAL

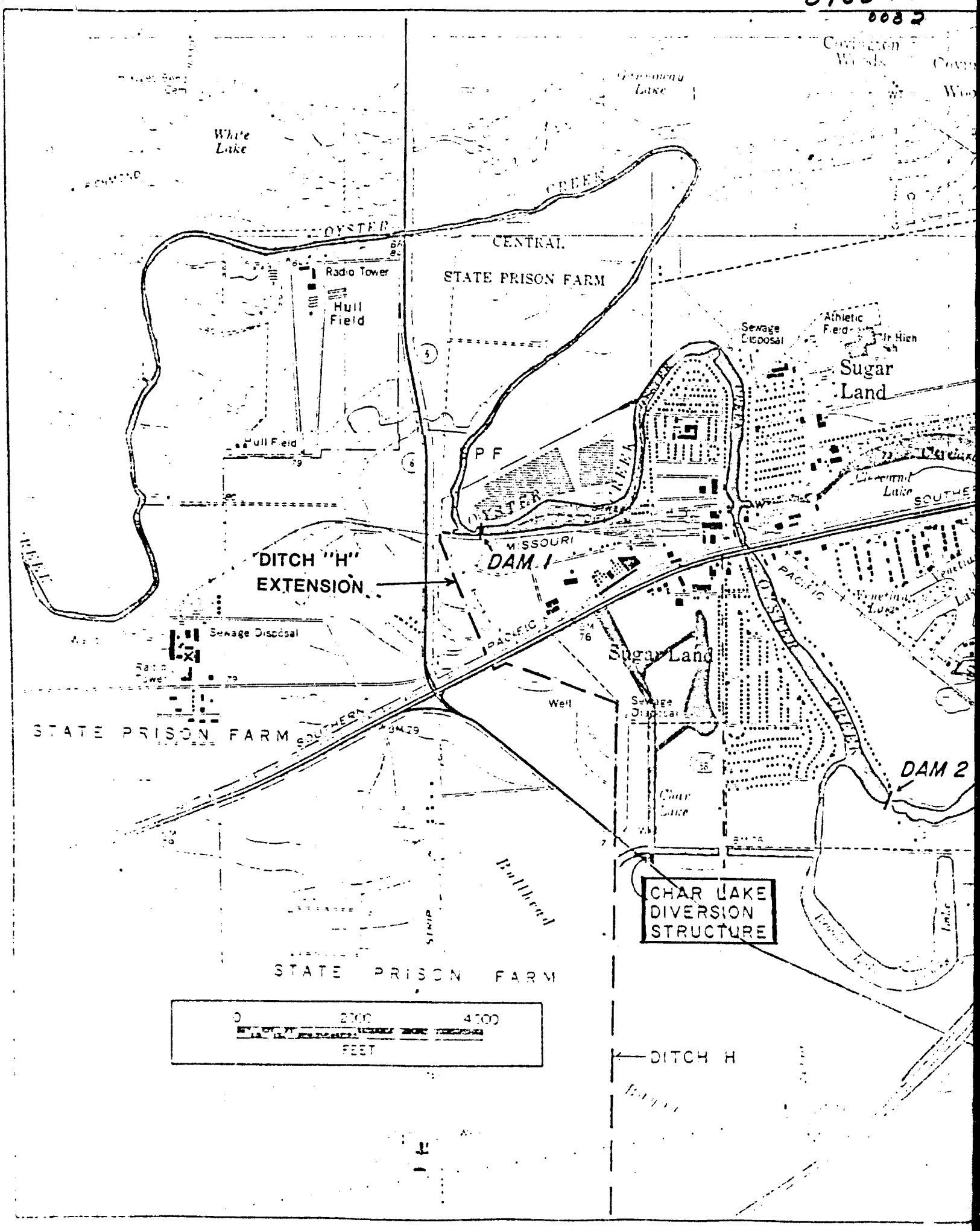


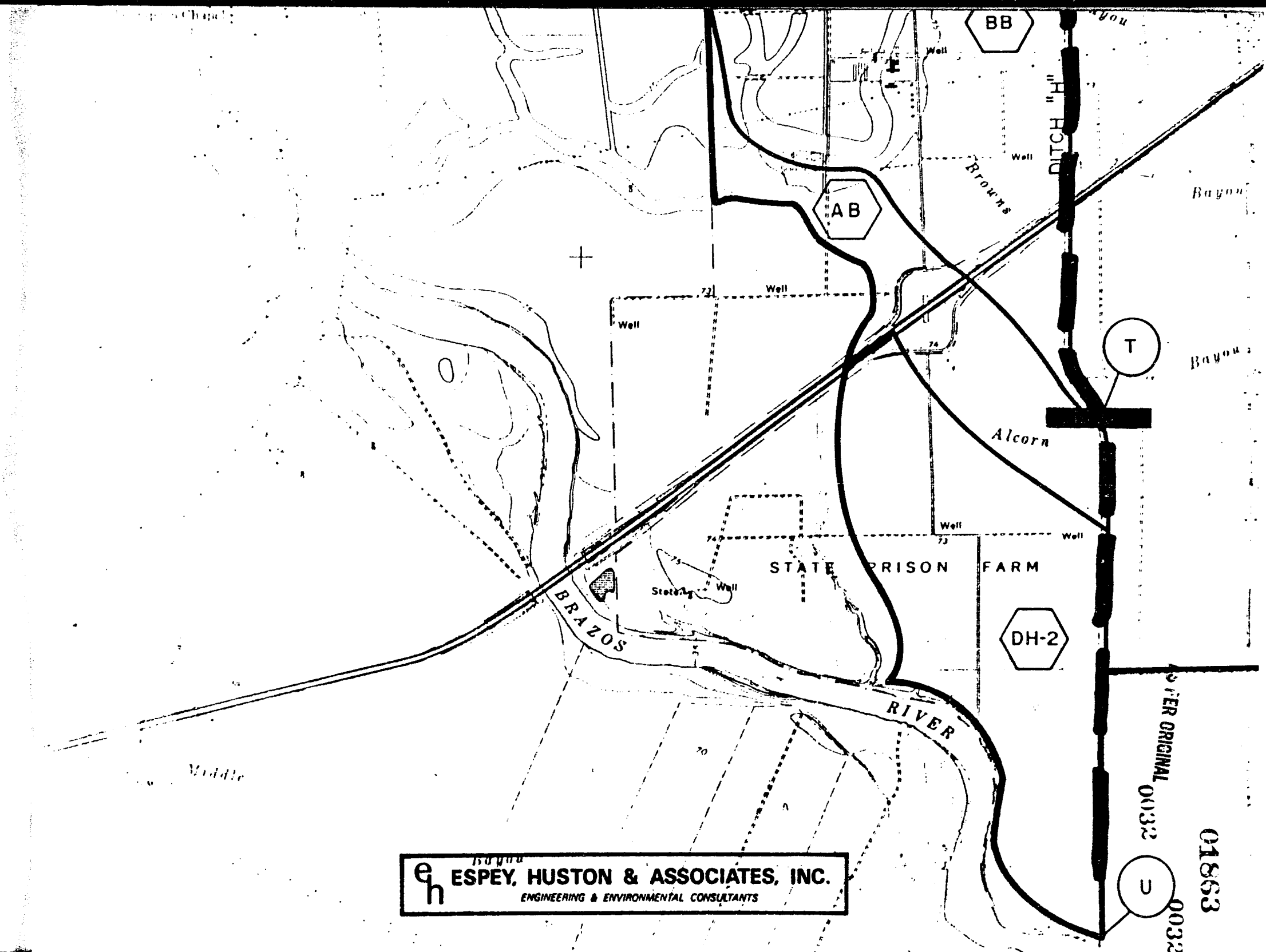
ESPEY, HUSTON & ASSOCIATES, INC.

PLATE 1

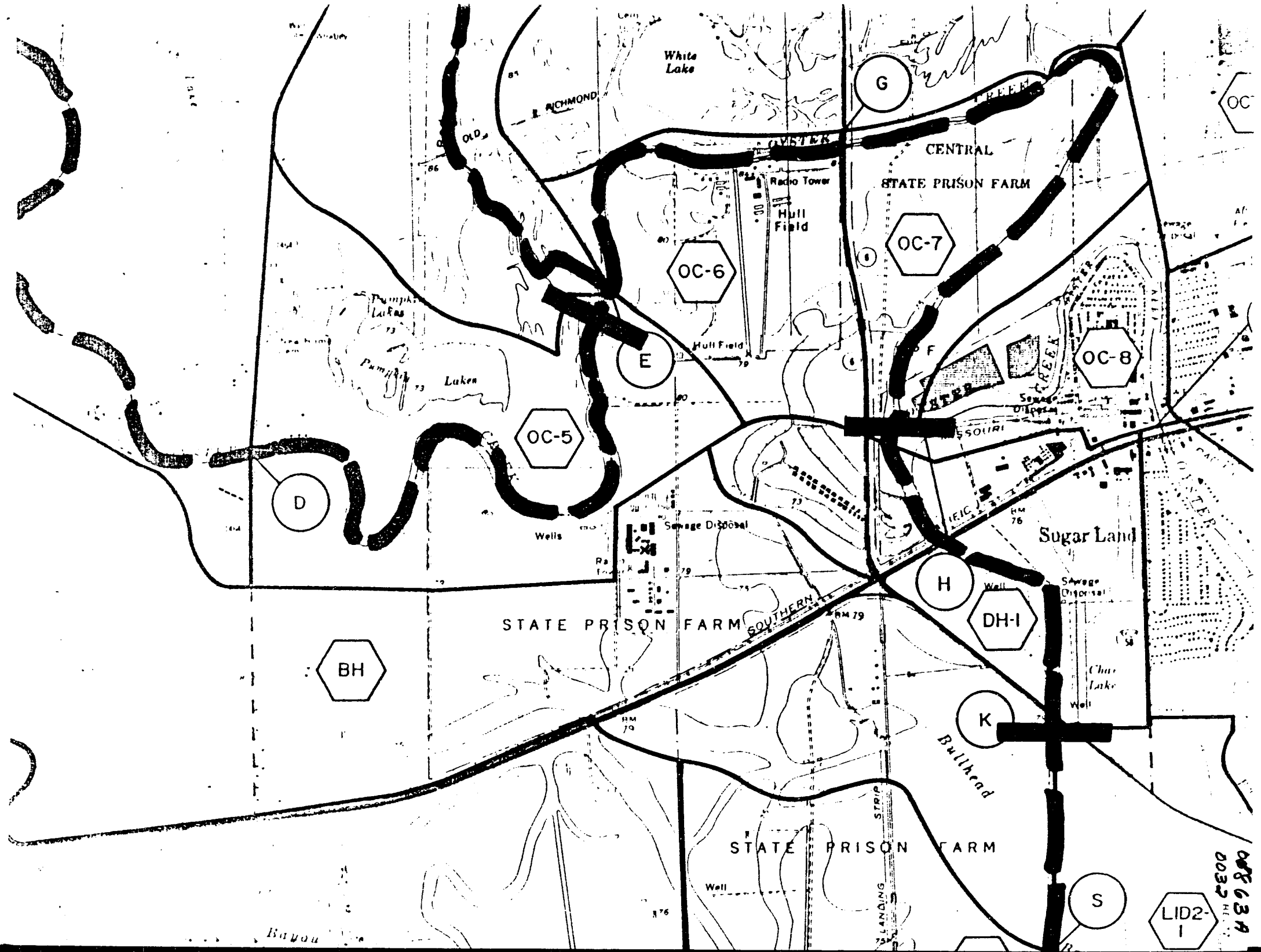
OYSTER CREEK SYSTEM

01862A
0082


White Lake
OYSTER CREEK
CENTRAL
STATE PRISON FARM
Radio Tower
Hull Field
Hull Field
PF
Sewage Disposal
Athletic Field
Jr High
Sugar Land
OYSTER CREEK
MISSOURI
DAM 1
DITCH "H" EXTENSION
PACIFIC
Sewage Disposal
Radio Tower
Sugar Land
Well
Sewage Disposal
STATE PRISON FARM
SOUTHERN
DAM 2
Char Lake
CHAR LAKE DIVERSION STRUCTURE
Railroad
STATE PRISON FARM
0
2000
4000
FEET
DITCH H



ER ORIGINAL
0032
01863
0032


White Lake
RICHMOND
OLD
OYSTER
CREEK
CENTRAL
STATE PRISON FARM
Radio Tower
Hull Field
Hull Field
Pumpkin Lakes
Pumpkin Lakes
Wells
Sewage Disposal
Sewage Disposal
Sugar Land
Sewage Disposal
Chair Lake
Well
Well
Well
Bullhead
STATE PRISON FARM
STATE PRISON FARM
SOUTHERN
LANDING STRIP
Bayou
G
E
D
H
K
S
OC-5
OC-6
OC-7
OC-8
DH-1
BH
LID2-1
0032
0863A

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:

Park Westheimer Corporation, a Texas Corporation with its principal offices at 333 West Loop South, Suite 100, Houston, Texas 77024; G. Grant Roane, Chaim A. Abramowitz, Charles J. Harter III, and Ramon Mullick, all of Houston, Texas

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County 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 XXXXXXXXXXXXXXXXXXXXXX feet, being XXXXXXXXXXXXXXXX feet, extending at right angles, on each side of the following line and course and distances, to-wit:~~

A Drainage Easement across a 549.662 acre tract of land (Vol. 577, Page 387;Deed Records), in the William Stanley Survey, Abstract 599, Fort Bend County, Texas, as further described by metes and bounds description attached hereto as Exhibit "A" and for all purposes made a part hereof.

RETURN TO:
VAN SICKLE, MICKELSON + KLEIN

AS PER ORIGINAL

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 27th day of February, A. D. 1987.

	Charles J. Harter III
FEBRUARY 25 1987	
DATE	G. Grant Roane
February 25, 1987	
DATE	Chaim A. Abramowitz
FEBRUARY 26, 1987	
DATE	Ramon Mullick, TRUSTEE MAPE INVESTMENTS
2-27-87	DAVID H. CUMMINGS JR.
DATE	Park Westheimer Corp.

AS PER ORIGINAL

01866

0032

THE STATE OF TEXAS ⁞
COUNTY OF Harris ⁞

BEFORE ME, J. Comeaux, Notary Public in and for Harris County, Texas, on this day personally appeared G. Grant Roane known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed hte same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OFFICE, this 25th day of February, ~~1986.~~ 1987

J Comeaux
3-20-90
Commission Expires

THE STATE OF TEXAS ⁞
COUNTY OF Harris ⁞

BEFORE ME, J. Comeaux, Notary Public in and for Harris County, Texas, on this day personally appeared Chaim A. Abramowitz known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed hte same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OFFICE, this 25th day of February, ~~1986.~~ 1987

Commission Expires: 3-20-90

J Comeaux

THE STATE OF TEXAS ⁞
COUNTY OF _____ ⁞

BEFORE ME, Bess Ann Stanley, Notary Public in and for Harris County, Texas, on this day personally appeared Ramon Mullick known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed hte same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OFFICE, this 26th day of February, 1987, ~~1986.~~

Bess Ann Stanley
BESS ANN STANLEY
7-3-89
Commission Expires

AS PER ORIGINAL 01867

0032

THE STATE OF TEXAS ⁞
COUNTY OF _____ ⁞

BEFORE ME, Beverly B Rippey, Notary Public in and for Harris County, Texas, on this day personally appeared Charles J. Harter III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed hte same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OFFICE, this 27th day of February, ~~1986.~~ 1987

Beverly B. Rippey
Commission Expires

BEVERLY B. RIPPEY
Notary Public in and for the State of Texas
My Commission Expires August 19, 1990.

THE STATE OF TEXAS ⁞
COUNTY OF Harris ⁞

BEFORE ME, Carol J Stuckland Notary Public in and for Harris County, Texas, on this day perrsonally appeared David M. Cummings, Jr.,

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 OFFICE, this 27 Day of Feb, 1987

Carol J Stuckland
Carol J. Strickland
COMMISSION EXPIRES 8-21-89

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
20.1566 ACRES LOCATED IN
THE WILLIAM STANLEY SURVEY, ABSTRACT 599
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 20.1566 ACRES LOCATED IN THE WILLIAM STANLEY SURVEY, ABSTRACT 599, FORT BEND COUNTY, TEXAS, SAID 20.1566 ACRES BEING A 135-FOOT WIDE DRAINAGE EASEMENT, 120-FOOT WIDE DRAINAGE EASEMENT AND A 60-FOOT WIDE DRAINAGE EASEMENT OUT OF THE FOLLOWING TRACTS OF LAND: 6 SEPARATE TRACTS TOTALLING 108.9857 ACRES RECORDED IN VOLUME 1735, PAGES 147 THROUGH 188, A 10.0097 ACRE TRACT RECORDED IN VOLUME 1166, PAGE 600, A 9.9892 ACRE TRACT RECORDED IN VOLUME 1411, PAGE 101 AND A 48.5178 ACRE TRACT BEING A CORRECTION EASEMENT DEED RECORDED IN VOLUME 1071, PAGE 730 ALL AS RECORDED IN THE OFFICIAL RECORDS OF FORT BEND COUNTY, A 20.0434 ACRE TRACT RECORDED IN VOLUME 1028, PAGE 589, A 17.4208 ACRE TRACT RECORDED IN VOLUME 973, PAGE 736 AND THE REMAINING PORTION OF A 31.1890 ACRE TRACT RECORDED IN VOLUME 973, PAGE 760 ALL AS RECORDED IN THE FORT BEND COUNTY DEED RECORDS, THE AFORESAID TRACTS ALL BEING OUT OF A 549.662 ACRE TRACT RECORDED IN VOLUME 993, PAGE 649 OF THE FORT BEND COUNTY DEED RECORDS, SAID 20.1566 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS BASED ON SAID 549.662 ACRE TRACT):

COMMENCING AT A FOUND 5/8 INCH IRON ROD AT THE NORTHEAST CORNER OF SAID 549.662 ACRE TRACT IN THE SOUTH LINE OF THE S.A. & A.P. RAILROAD (100-FOOT RIGHT-OF-WAY);

THENCE, SOUTH 05 DEGREES 32 MINUTES 16 SECONDS WEST, 4308.35 FEET ALONG THE EAST LINE OF SAID 549.662 ACRE TRACT TO THE NORTHEAST CORNER OF SAID 135-FOOT WIDE DRAINAGE EASEMENT AND THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 05 DEGREES 32 MINUTES 16 SECONDS WEST, 137.03 FEET ALONG THE EAST LINE OF SAID 549.662 ACRE TRACT TO A POINT FOR CORNER;

THENCE, DEPARTING THE EAST LINE OF SAID 549.662 ACRE TRACT, SOUTH 85 DEGREES 40 MINUTES 00 SECONDS WEST, AT 2350.71 FEET PASS THE EAST LINE OF PEEK ROAD (120-FEET WIDE) BEING A PART OF SAID 48.5178 ACRE EASEMENT, AT 2471.06 FEET PASS THE WEST LINE OF SAID PEEK ROAD AND CONTINUING FOR AN OVERALL DISTANCE OF 4091.83 FEET TO THE WEST LINE OF SAID 549.662 ACRE TRACT;

THENCE, NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, AT 1147.69 FEET PASS THE SOUTH LINE OF BELLAIRE BOULEVARD (120-FEET WIDE) BEING A PART OF SAID 48.5178 ACRE EASEMENT, AT 1268.05 FEET PASS THE NORTH LINE OF SAID BELLAIRE BOULEVARD AND CONTINUING ALONG THE WEST LINE OF SAID 549.662 ACRE TRACT FOR AN OVERALL DISTANCE OF 2948.31 FEET TO THE SOUTH LINE OF PARK WESTHEIMER BOULEVARD (80-FEET WIDE) BEING A PART OF SAID 48.5178 ACRE EASEMENT;

THENCE, DEPARTING THE WEST LINE OF SAID 549.662 ACRE TRACT, NORTH 85 DEGREES 40 MINUTES 00 SECONDS EAST, 60.18 FEET ALONG THE SOUTH LINE OF SAID PARK WESTHEIMER BOULEVARD TO A POINT FOR CORNER;

THENCE, DEPARTING THE SOUTH LINE OF SAID PARK WESTHEIMER BOULEVARD, SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST, 231.94 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 89 DEGREES 55 MINUTES 19 SECONDS EAST, 60.00 FEET TO A POINT FOR CORNER, AT WHICH POINT SAID DRAINAGE EASEMENT BECOMES 120-FEET WIDE;

THENCE, SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST, AT 1443.69 FEET PASS THE NORTH LINE OF SAID BELLAIRE BOULEVARD, AT 1564.05 FEET PASS THE SOUTH LINE OF SAID BELLAIRE BOULEVARD AND CONTINUING FOR AN OVERALL DISTANCE OF 2526.34 FEET TO A CUT-BACK CORNER;

THENCE, SOUTH 47 DEGREES 07 MINUTES 40 SECONDS EAST, 67.94 FEET ALONG A CUT-BACK LINE TO A CORNER;

THENCE, NORTH 85 DEGREES 40 MINUTES 00 SECONDS EAST, AT 1450.42 FEET PASS THE WEST LINE OF SAID PEEK ROAD, AT 1570.78 FEET PASS THE EAST LINE OF SAID PEEK ROAD AND CONTINUING FOR AN OVERALL DISTANCE OF 3934.55 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 20.1566 ACRES.

6. DISCUSS BIG CREEK HEARING BEFORE TEXAS WATER COMMISSION AND APPROVE HEARING EXPENSES--ENGINEERING AND LEGAL FEES:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize engineering and legal fees not to exceed $30,000 in representing the county on Big Creek hearings before the Texas Water Commission. Funds to come from Big Creek funds.

Stanley Kucherka, County Engineer discussed the Texas Water Commission hearing.

7. REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

Stanley Kucherka, County Engineer discussed the February 1987 monthly report. (Recorded in minutes in full)

8. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 3:15 p.m. Monday, March 23, 1987.

36/7

AS PER ORIGINAL 01871

COUNTY OF FORT BEND

Drainage District

Stanley L. Kucherka, Jr. P.E., Chief Eng. & Mgr.
Daniel E. Gerken, P.E., First Asst. Eng.
Mark A. Vogler, Asst. Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3417 Avenue F
Phone: 342-2863

MONTHLY REPORT

FEBRUARY, 1987

The removal of vegetation from streams during February was accomplished by both shredding and spraying operations.

Shredding was done on a total of eighteen (18) creeks and ditches. These included Andrus Creek, Guy Creek, Mustang Creek and Willow Fork of Buffalo Bayou. A complete list of all streams that were shredded is included later in this report.

Spraying operations began on February 10. The only herbicide used was Banvel 720. This is a State-Limited-Use herbicide, therefore only specific targeted areas have been treated. All applications of this herbicide will cease prior to March 10. Emphasis was placed on the treatment of Big Creek and Snake Creek. A list of all streams treated and which units did the applications is included later in this report.

The District's bridge crew completed a 165 feet long bridge across Rabbs Bayou on February 9. They then began building a new 24' x 105' bridge across Snake Creek. This bridge was completed on February 23.

The excavation of Buffalo Creek continued with the Northwest 41 dragline. Approximately six thousand eight hundred (6,800) cubic yards of spoil material were dug.

The Northwest 9570 dragline continued to work on the dredging of Cow Creek. Work has now begun downstream of Cow Creek Road. Ten thousand six hundred (10,600) cubic yards were dug.

The Dry Creek project also continued in February. The Linkbelt LS-128 dragline dug twenty-four thousand (24,000) cubic yards on this project. The Fiat Allis FD-16 bulldozer has also been on this job spreading the spoil material.

Stafford Run Creek is being dug upstream of Avenue E in Stafford. The Linkbelt LS-98 dragline dug approximately twelve thousand five hundred cubic yards on this project.

The excavation of Rabbs Bayou continued with Shirley Construction Company doing the digging. Approximately seventy thousand (70,000) cubic yards were dug.

01872
AS PER ORIGINAL

The Lower Oyster Creek project continued with Rebel Contractors digging thirty-six thousand (36,000) cubic yards.

The following charts show which projects Drainage District equipment worked on during February, 1987.

PER ORIGINAL 01873

HEAVY EQUIPMENT REPORT

Big Creek II-B	
Linkbelt LS-2800 Excavator	2/10-2/18
Buffalo Creek I-B-3	
Northwest 41 Dragline	2/2-2/27
Linkbelt LS-2800 Excavator	2/18-2/20
Caterpillar D-6 Bulldozer	2/2-2/5
Cow Creek II-A	
Northwest 9570 Dragline	2/2-2/25
Caterpillar D-6 Bulldozer	2/6-2/11
Dry Creek II-B-2	
Linkbelt LS-128 Dragline	2/2-2/27
Fiat Allis FD-16 Bulldozer	2/2-2/25
Linkbelt LS-2800 Excavator	2/3-3/9, 2/16-2/18
Koehring K305 Dragline	2/12-2/24
Rabbs Bayou II-D	
Fiat Allis FD-20 Bulldozer	2/2-2/28
International TD-25 Bulldozer	2/2-2/28
Linkbelt LS-2800 Excavator	2/25
Caterpillar D-6 Bulldozer	2/12-2/25
Rapier NCK-305 Dragline	2/2-2/9, 2/23-2/24
Fiat Allis FD-20 Bulldozer	2/2-2/27
Snake Creek I-C	
Linkbelt LS-2800 Excavator	2/2
Rapier NCK-305 Dragline	2/9-2/20
Stafford Run Creek II-K-1	
Linkbelt LS-98 Dragline	2/2-2/27

AS PER ORIGINAL

SHREDDER REPORT

Andrus Creek	
113	2/2-2/3
115	2/2-2/3
513	2/2-2/3
Big Creek II-B	
105	2/2-2/6
107	2/2-2/11, 2/16-2/19, 2/23
109	2/2-2/6
127	2/2-2/6, 2/16-2/19, 2/23
154	2/2-2/10
512	2/2-2/11
229	2/2-2/5
Clear Creek VI	
119	2/2-2/3
124	2/2, 2/4-2/11
230	2/2
Ditch A	
119	2/4-2/11
Ditch B	
106	2/2-2/10
122	2/2-2/10
515	2/2-2/10
Fairchilds Creek II-B-10	
154	2/16-2/17
512	2/16-2/17
517	2/2-2/3
Flatbank Creek II-K	
142	2/23
157	2/23
Gapp Slough II-B-10-a	
126	2/3-2/5
242	2/3-2/5
Guy Creek I-A-1	
120	2/2-2/9
123	2/2-2/9
514	2/6-2/9

AS PER ORIGINAL

Mound Creek Lateral I-A-2

120	2/16-2/17, 2/19-2/20
123	2/16-2/17, 2/19-2/20
514	2/17, 2/19-2/20

Mustang Creek IV

111	2/2-2/23, 2/25
121	2/2-2/23, 2/25
142	2/17
157	2/17
515	2/11-2/23

Schuech Ditch II-RR

117	2/2-2/3
128	2/3
146	2/2-2/3

Seabourne Creek II-B-4

102	2/4-2/5
129	2/4

Sugarland Ditch II-DD

113	2/4-2/12, 2/16-2/19, 2/23
115	2/4-2/12, 2/16-2/19, 2/23
513	2/4-2/12, 2/16-2/19, 2/23

Turkey Creek I-D

108	2/2-2/6, 2/17-2/19, 2/23
110	2/2-2/5, 2/13, 2/17-2/19, 2/23
130	2/4-2/5
518	2/2-2/6, 2/13, 2/19, 2/23

Turkey Creek Lateral I-D-11

130	2/4

Willow Fork of Buffalo Bayou V-A

112	2/2-2/10
117	2/18-2/19, 2/23
118	2/2-2/10
156	2/18-2/23

Willow Fork of Buffalo Bayou Lateral V-A-2

117	2/4-2/10, 2/16-2/17
146	2/4-2/10
156	2/16-2/17

HERBICIDE REPORT

Big Creek II-B

105	2/11-2/18
109	2/11-2/23
126	2/10-2/13, 2/18, 2/23
129	2/18, 2/23
242	2/10-2/23, 2/18, 2/23

Deer Creek

105	2/18-2/23
229	2/23

Dry Creek II-B-2

106	2/18
119	2/18
122	2/18
124	2/18

Red Gully

116	2/18
158	2/18

Snake Creek I-C

101	2/11-2/13, 2/17-2/18, 2/23
103	2/23
125	2/11-2/12, 2/18
155	2/11-2/12, 2/18, 2/23
231	2/11-2/13, 2/17-2/18, 2/23

Willow Fork of Buffalo Bayou V-A

112	2/18, 2/23
118	2/18, 2/23

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON APRIL 16, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.01728

ENDING WITH
FILM CODE NO. VOL.0032 PG.01876

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 5 DAY OF May, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 01879.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 6, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 23, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Approve fee officers' annual report for 1986.

6. Mr. Al Dobson, Chief Adult Probation Officer, re: accept proposal to allocate funds to purchase phone system for Legion Drive office building.

7. Mr. Roman Bohachevsky, County Librarian, re: amendment to budget of $25,000 for books and library materials into line item #3050.

8. Constable Dave Roden, Precinct 1, re: accept check in the amount of $507.26 from Farmers Insurance as reimbursement for auto accident damages and amend budget.

9. Consider request for tax exemption for property located at 1810 Avenue M, Rosenberg (Teague-Waddell House).

10. Consider request for tax exemption as a historic site for The George Ranch Park.

11. Marsha Gaines, Tax Assessor/Collector, re: consider refund request from Cinco/Watson Venture.

12. Consider voiding outdated Tax Collector check #6537 made payable to Carl A. Davis, and reissue.

13. Consider reappointment of County Fire Marshal.

14. Consider approval of request for partial funding for the summer recreation program in the amount of $2,800 by the City of Rosenberg.

15. Authorize appraisal and acquiring of right-of-way on FM-762, Big Creek Bridge, Prct. 1.

16. Consider payment of the balance owing on new Precinct 2 maintenance facility property.

17. Consider allocating additional legal fees to Wharton County in connection with opposition of U.R.R. hazardous waste injection well permit.

18. Consider approving Employee Faithful Performance Bond and Comprehensive Dishonesty, Disappearance & Destruction Policy from Reese Insurance Agency.

19. Consider application from Houston Lighting & Power Co. to install pole lines on Holmes Rd., Brandt Rd. & McCrary Rd. in Precinct 3.

20. Consider application from Southwestern Bell Telephone to lay cable along and across Stratmore Rd. and Beadle Rd. in Precinct 3.

21. Mr. Orin Covell, Mr. Jack Moore & Mr. Franklin Schodek, re: presentation of Fort Bend County flag by the Museum Association.

22. Approve National Flood Insurance regulations and forms.

23. Consider accepting proposal for drawing plans for Ditch "H"-90A bridge crossing.

24. Consider application from S.G.&R. Construction Co. to install a 16" water line along and across Mason Rd. in Precinct 3.

25. Consider accepting the following bids: (1) Vehicular fuels for Fort Bend County (#87-17); (2) One or more new crawler tractor with hydraulic boom mower with or without trade-in (#87-27);(3) One or more new rubber tired tractor with hydraulic boom mower with or without trade-in (#87-28).

26. Daniel Kosler, E.M.S. Director, re: (1) Accept proposal for emergency message recording system; (2) Consider approval of interlocal agreement with City of Wharton E.M.S. for mutual aid responses.

27. Advertise for bids for arsenal weed killer.

28. Authorize purchase of two 1/2-ton pickup trucks.

29. Consider recommendation from selection committee for engineering on the 5th Street (Stafford) project.

30. Consider extension of sick leave for Precinct 1 employee.

31. Meet in Closed Session to discuss the following: (1) Land Matters - Discuss earnest money contract on property in Precinct 2; (2) Litigation - Discuss potential liability of County officials and employees; (3) Personnel Matters - Discuss department heads' reappointments. (Article 6252-17, Section 2 (e)&(f), V.T.C.S.). Take action, if necessary.

32. 1:30 p.m. - Approve plats for the following: (1) Church Park Subdivision in First Colony, Prct. 4; and (2) First Colony Park, Prct. 4.

33. Approve bills.
34. Emerg agenda
35 ~~34.~~ Adjournment.

FILED FOR RECORD
TIME 3:05 P.M.

APR 2 1987

Jodie E. Stavinoha, County Judge

Dianne Wilson
County Clerk, Fort Bend Co Tx

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 2, 1987 at 3:15 p.m. by F. Lundry .

01881

#34

0032

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, APRIL 6, 1987

FORT BEND COUNTY COMMISSIONER COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

AS PER ORIGINAL

The following item, because of its urgent necessity, should be added to the Commissioners Court Agenda of Monday, April 6th:

Grant exemption to competitive bidding requirements of the County Purchasing Act in order to preserve the public health and safety (repairs to Jail air conditioning system).

FILED FOR RECORD
TIME 2:20 A.M. P.M.

APR 3 1987

County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha, County Judge

I certify that this agendy was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Friday, April 3, 1987 at 2:30 p.m. BY D. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 6TH day of APRIL, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF MARCH 23, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of March 23,1987.

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 with ROSENBERG BANK & TRUST, SUGAR CREEK, 1ST NATIONAL, REPUBLIC BANK & TEXAS CAPITAL. (Recorded in minutes in full)

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 in budgets as follow. (Recorded in minutes in full)

Constable #1

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

Commissioners 1, 2, 3, & 4
County Judge
Juvenile Probation
Tax Assessor/Collector
County Treasurer
District Attorney
Veterans Service
328TH District Court
240TH District Court
Library
Justice of Peace #4
Auditor

5. APPROVE FEE OFFICERS' ANNUAL REPORT FOR 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept for recording the fee officers and non-fee officers annual report for 1986 as presented by Joyce Tompkins, County Auditor. (Recorded in minutes in full)

AS PER ORIGINAL

2/

CHANGES IN DEPOSITORY PLEDGES

DATE 4/6/87

BANK	PLEDGE/ RELEASE	AMOUNT	DESCRIPTION	RECEIPT #	DUE DATE
Rosenberg B&T	Release	1,000,000	U.S. Treasury Note	#679610	7/15/90
Sugar Creek	pledge	2,757,439.86	Amma Midget	581204	10/15/2000
1st National	pledge	1,000,000	U.S. Treasury Note	136887	11/15/96
"	"	1,000,000	U.S. Treasury Note	898799	11/15/95
Republic	pledge	1,000,000	U.S. Treasury Note	238428	3/31/90
"	"	2,000,000	U.S. Treasury Note	242038	11/15/89
"	release	1,000,000	U.S. Treasury Note	238428	3/31/90
Republic	release	2,000,000	" " "	242038	11/15/89
"	"	5,000,000	" " "	243414	8/15/91
Texas Capital	pledge	400,000	7 3/8 FHLB 93 P	313388QZ6	12/27/93
"	"	1,000,000	7.60 FNSM 97B	313586WN5	1/10/97
Republic	pledge	3,000,000	U.S. Treasury Note	241417	9/15/91

01883

0032

CHANGES IN DEPOSITORY PLEDGES

DATE 4/6/87

BANK	PLEDGE/ RELEASE	AMOUNT	DESCRIPTION	RECEIPT #	DUE DATE
Sugar Creek	Release	1,000,000	U.S. Treasury Note	372198	1/15/90
"	pledge	65,000	Brownsville G.O. Bds S. 1980	288437	4/1/89
"	"	75,000	Carrollton TX WW & SS Rev	237222	4/1/90
"	"	60,000	College Station Tx Util Sys	247115	2/1/94
"	"	100,000	Cypress-Fairbanks ISD	288170	2/1/91
"	"	50,000	FBC MUD #12 WW & SS	424819	4/1/89
"	"	50,000	Goose Creek CISD G/T Schl	288801	2/1/93
"	"	50,000	Green Ridge Tx MUD	273544	4/1/89
"	"	90,000	Hallsville Tx ISD	256880	8/1/92
"	"	50,000	Harris Co. Util Dist #5	248590	4/1/94
"	"	50,000	Houston HSG Fin Corp	273936	6/1/94
"	"	95,000	"	273711	6/1/97

AS PER ORIGINAL

CHANGES IN DEPOSITORY PLEDGES

DATE 4/6/87

BANK	PLEDGE/ RELEASE	AMOUNT	DESCRIPTION	RECEIPT #	DUE DATE
Sugar Creek	Pledge	100,000	Houston Tx Wtr Sys. Rv Bd	409806	12/01/88
"	"	50,000	Humble ISD	247116	2/1/96
"	"	125,000	Northborough Mun Utl Dist	425077	9/1/88
"	"	25,000	" " "	425078	9/1/89
"	"	40,000	Northwest ISD Schl Bldg	238716	7/15/89
"	"	60,000	Pharr UIW & SS Rev Const.	288655	9/1/93
"	"	150,000	Tx HSG AGY SFM Rev Bds	289819	9/1/93
"	"	100,000	Tx Muni Power AG Rev	373239	9/1/88
"	"	75,000	City of Cities Mun Utl Dist	385719	9/1/89
"	"	50,000	Cleburne Tx WWESS	230679	2/1/89
Rosenberg B&T	Release	100,000	Crowley ISD UTRB	679616	8/1/97
"	"	500,000	FNMA 7.35%	685451	4/10/90

AS PER ORIGINAL

0032

01885

CHANGES IN DEPOSITORY PLEDGES

DATE 4/6/87

BANK	PLEDGE/ RELEASE	AMOUNT	DESCRIPTION	RECEIPT #	DUE DATE
Rosenberg B&T	Release	45,000	Houston Tx 10.80% Airpt Syst	679620	7/1/93
"	"	30,000	Dallas/Ft. Worth Regional Airport	679618	11/1/91.
"	"	30,000	Pflugerville ISD 9.40% Unlimited	679624	7/15/95
"	"	50,000	" " 12.0% Unlimited	679622	7/15/91
"	"	150,000	San Antonio Tx 7.5% Airport	647848	7/1/87
"	"	100,000	Rosenberg Tx 10.0% G.O. Bd	647842	3/1/90
1st City	"	25,000	FBC C.O.	346790	3/1/87
"	"	200,000	U.S. Treasury Bill	921616	3/19/87
"	pledge	900,000	U.S. Treasury Bill	159921	2/28/89

AS PER ORIGINAL

3

01887

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 6th day of April, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Constable Pct 1 DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
7020 Repairs & Main/Radio	$1,500.00	$1,400.00	($100.00)
4011 Uniforms	$786.00	$886.00	$100.00

DATE: 3-27-87

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

01888

COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Conrad Pressley

Period: Date of Departure April 7, 1987

Date of Return April 8, 1987

Purpose of Trip: Fort Bend County Day - Austin

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Bob Lutts
Name

April 6, 1987
Date

County Commissioner
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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01889

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure 04-07-87

Date of Return 04-08-87

Purpose of Trip: Fort Bend County Day in Austin

Places to be Visited: Austin Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Vehicle

Name

April 3,1987
Date

Commissioner Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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01890

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED
APR 3 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Kathy Johnson
Carol Thornton
Mary Phillips
Robin Miller

Period: Date of Departure 4/13/87

Date of Return 4/15/87

Purpose of Trip: A Workshop on Alcohol & Drug Abuse

Places to be Visited: Huntsville, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

4/3/87
Date

Acting Chief
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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01891

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED
APR 3 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Charles Blossom
Lupe Palacios

Period: Date of Departure April 19, 1987
Date of Return April 24, 1987

Purpose of Trip: Basic Juvenile Detention Center Personnel Training

Places to be Visited: New Braunfels, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

4/3/87
Date

Acting Chief of Juvenile
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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01892

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 3 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Marsha P. Gaines

Period: Date of Departure April 6, 1987

Date of Return April 8, 1987

Purpose of Trip: Jurisprudence Committee and Fort Bend County Day.

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Marsha P. Gaines
Name

3 April 1987
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Jodie E. Stavinoha

Period: Date of Departure April 7, 1987

Date of Return April 8, 1987

Purpose of Trip: Fort Bend County Day

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

J. Stavinoha
Name

4-3-87
Date

County Judge
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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01894

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 04/07/87

Date of Return 04/08/87

Purpose of Trip: Fort Bend County Day

Places to be Visited: Austin, TX

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Kathy Hynson
Name

4/3/87
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-6-87
Date

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AS PER ORIGINAL

0189

RECEIVED
APR 1 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Larry Wagenbach
Sam Dick

Period: Date of Departure May 20, 1987

Date of Return May 22, 1987

Purpose of Trip: To attend Texas Attorney General's Conference On Open Records And Open Meetings; Austin, Texas

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

SW Dick
Name

April 1, 1987
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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01896

AS PER ORIGINAL

RECEIVED
APR 1 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Ben G. Denham

Period: Date of Departure 04-7-87

Date of Return 04-8-87

Purpose of Trip: Fort BEnd County Day in Austin

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Vehicle

Ben G. Denham
Name

March 31, 1987
Date

Commissioner Precinct #2
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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040687ps

RECEIVED
MAR 27 1987
COUNTY JUDGE

01897

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

PATRICK R. CONRAD

Period: Date of Departure 3/30/87

Date of Return 3/31/87

Purpose of Trip: ARMA CONFERENCE

Places to be Visited: HOUSTON, TX

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Patrick R. Conrad
Name

3/27/87
Date

VETERANS SERVICE OFFICER/LOCAL REGISTRAR
Title

* *

Approved: Commissioners' Court

J. Stavenitza
County Judge

4-6-87
Date

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RECEIVED
MAR 27 1987
COUNTY JUDGE

01898

COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 5-6-87

Date of Return 5-9-87

Purpose of Trip: State Bar of Texas - Marriage Dissolution Seminar

Places to be Visited: El Paso

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Thomas O. Stansbury
Name

3/24/87
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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RECEIVED
MAR 27 1987
COUNTY JUDGE

01899

COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 5-6-87

Date of Return 5-9-87

Purpose of Trip: State Bar of Texas - Marriage Dissolution Seminar

Places to be Visited: El Paso

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name
Steven W. Valikonis
Magistrate, 328th District Court
Title

3/26/87
Date

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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01900

AS PER ORIGINAL

RECEIVED
MAR 24 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 4/2/87

Date of Return 4/4/87

Purpose of Trip: LEGAL SEMINAR

Places to be Visited: AUSTIN, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Name

3/24/87
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

3/25

County Judge
emergency

4-6-87
Date

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AS PER ORIGINAL

01901

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Roman S. Bohachevsky

Period: Date of Departure April 9, 1987

Date of Return April 11, 1987

Purpose of Trip: Texas Library Association Conference

Places to be Visited: San Antonio, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

Roman S. Bohachevsky
Name

3/25/87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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AS PER ORIGINAL 01902

COUNTY OF FORT BEND

RECEIVED
MAR 24 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

—0—

Period: Date of Departure 7 April 87

Date of Return 10 April 87

Purpose of Trip: 20 hr. Justice Trng.

Places to be Visited:

Mode of Transportation
(State whether by personal auto, airline, etc.) PERSONAL AUTO

Name

23 MAR 87
Date

Judge, Justice Court, Prec. 4
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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01903

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by the following persons:~~

for W. W. Lively, Assistant Auditor

Period: Date of Departure April 13, 1987

Date of Return April 16, 1987

Purpose of Trip: Texas Division of Emergency Management Disaster Recovery Course

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Joyce Tompkins
Name

March 23, 1987
Date

Joyce Tompkins
Auditor
Title

* *

Approved: Commissioners' Court

County Judge

4-6-87
Date

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01904

AS PER ORIGINAL

RECEIVED APR 9 1987 COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

RECEIVED MAR 26 1987 COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by the following persons:~~

Alton B. Pressley

Period: Date of Departure April 3, 1987

Date of Return April 3, 1987

Purpose of Trip: attend A Regional Economic Development Seminar

Places to be Visited: Houston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Alton B Pressley
Name

March 26, 1987
Date

Commissioner - Pct. #3
Title

Norma called Robert, TIME AUTHORIZATION NOT NECESSARY FOR ONE DAY TRIPS.

Approved: Commissioners' Court

County Judge 4/1/87

4-6-87
Date

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01905

0032

CO. CLRK

5

FORT BEND COUNTY, TEXAS

ANNUAL FEE OFFICERS REPORT

FOR THE YEAR ENDED

DECEMBER 31, 1986

01906
0032

March 17, 1987

The Honorable District Judges and Commissioners Court
Fort Bend County, Texas

We have examined the receipts and disbursements of the Fee Officers for Fort Bend County for the year ending December 31, 1986. Our examination excluded tax collections of the Tax Collector which are separately examined and reported on for tax fiscal years ending on June 30th.

Our examination included such tests of transactions and such other auditing procedures as we considered appropriate under the circumstances. In developing and evaluating the Fee Officers Fund Accounting System, consideration is given to the adequacy of internal accounting controls. I believe that the internal controls surrounding the Fee Officers Accounting system adequately safeguard assets and provide reasonable, but not absolute, assurance of the proper recording and reporting of the relavent financial transactions.

The general accounting records were maintained by employees of this office, but our examination was conducted by staff members who did not participate in the original accounting work.

During our examination, nothing came to our attention that would cause us to believe that the accompanying financial statements do not present fairly, in all material respects, the financial transactions of the Fort Bend County Fee Officers for the year ending December 31, 1986.

If you approve this report, an order similar to the following should be entered in the minutes:

> Upon motion by Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ordered that the report of Joyce Tompkins, County Auditor, being the annual report of District, County and Precinct Fee Officers for the year ending December 31, 1986, with respect to receipts and disbursements of fees, which audit is made under Article 3192e of V.A.C.S., be approved and filed as required by law. The auditor is authorized to make settlements with the said Fee Officers in accordance with their reports and her audit.

In accordance with the law, copies of this report will be furnished to the companies bonding the officials.

Respectfully,

Joyce Tompkins

Joyce Tompkins, County Auditor

01907

0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CASH RECEIPTS AND DISBURSEMENTS
FEE OFFICERS' ACCOUNT
FOR THE YEAR ENDED DECMEBER 31, 1986

Balance Janurary 1, 1985		615,794.62
RECEIPTS:		
Fees, fines & other collections	3,937,945.83	
'85 collections deposited in '86	0.00	
less '86 collections deposited in '87	(440.00)	
outstanding checks that have been voided, and other adjusting items (net)	1,570.62	
Insufficient checks redeposited	5,360.00	
Total Receipts		3,944,436.45
DISBURSEMENTS:		
Misc. fees, State fees, atty.fees cash bonds and other refunds; Fees of Office (General Fund) Fess to other officers & fees paid to other county funds	3,659,383.97	
Insufficient fund checks charged	5,584.50	
Other adjusting items	11,997.62	
Total Disbursements		3,676,966.09
Balance, December 31, 1986		883,264.98

01908 0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS
FOR THE YEAR ENDING DECEMBER 31, 1986

OFFICER	OFFICE	1985 BALANCE FORWARD	1986 MONTHLY REPORTS	1985 COLLECTIONS DEPOSITED IN 1986	1986 COLLECTIONS DEPOSITED IN 1987	1986 (DISBURSEMENTS)	(DEBIT) ADJUSTMTS	(DEBIT) NSF CHECKS	CREDIT ADJUSTMTS	REDEPOSIT NSF CHECKS	ENDING BALANCE 12-31-86
Dianne Wilson	County Clerk	199,394.40	1,336,782.12			(1,295,807.55)	(593.00)	(1,046.00)	623.00	1,088.00	240,440.97
Irene Wleczyk	District Clerk	136,663.40	717,451.86			(595,771.78)	(11,323.50)	(1,482.00)	544.50	922.00	247,004.48
Gus George	Sheriff	45,897.66	415,702.13			(391,138.26)	(20.00)		20.00		70,461.53
Mary Ward	J. P. #1	15,191.00	191,371.21			(178,158.96)		(735.50)		1,034.00	28,701.75
George Molina	J. P. #2-1	6,886.50	94,359.90			(93,604.40)	(1.00)		1.00		7,642.00
Gary Fredrickson	J. P. #2-2	21,518.50	309,412.50			(308,276.00)					22,655.00
Robert Stahl	J. P. #3	15,659.47	121,777.24			(121,814.37)			7.00		15,629.34
Jim Adolphus	J. P. #4	17,135.55	174,215.93			(171,533.98)	(59.00)	(676.00)	59.00	546.00	19,687.50
Henry Hejl	Constable #1	3,410.13	46,511.98			(43,486.77)		(30.00)		30.00	6,435.34
W.C. Todd	Constable #2	1,924.00	38,632.29			(38,361.29)		(145.00)		145.00	2,195.00
Bob Parker	Constable #3	5,864.86	188,905.07			(182,007.03)	(1.12)	(1,140.00)	316.12	1,180.00	13,117.90
Richard Pring	Constable #4	2,012.28	30,424.69		(440.00)	(23,755.65)					8,241.32
Daniel Kosler	Director EMS	8,432.50	109,248.97			(109,284.93)		(330.00)		415.00	8,481.54
L.E. Eguia	Former JP#3	24,049.83									24,049.83
C.B.Bentley	Former JP#4	125.50									125.50
Pearl Ellett	Former Co.Clk	13,510.29									13,510.29
Irene Wleczyk	Old DC Acct 2	4,180.15									4,180.15
Irene Wleczyk	Old DC Acct 3	1,372.58				(283.00)					1,089.58
Irene Wleczyk	DC Acct 4	0.00	115,000.00			(106,100.00)					8,900.00
Fee Officer Acct.	Interest Earned	92,566.02	48,149.94								140,715.96
	TOTAL	615,794.62	3,937,945.83	0.00	(440.00)	(3,659,383.97)	(11,997.62)	(5,584.50)	1,570.62	5,360.00	883,264.98

01909 0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
REPORTED COLLECTIONS
FOR THE YEAR ENDING DECEMBER 31, 1986

OFFICER	OFFICE	TOTAL COLLECTIONS	FEES OF OFFICE	FINES	DEPOSITS	ROAD & BRIDGE	REMITTANCE STATE CASE TAX	REMITTANCE STATE AGENCIES	COLLECTED FOR OTHER OFFICERS	JURY & ATTY. FEES	LAW LIBRARY	VIDEO	CASH BOND REFUNDS	OUT OF COUNTY FEES	MISC. REFUNDS & RESTITUTION
Dianne Wilson	County Clerk	1,336,782.12	771,593.81		141,574.00	252,306.15	37,779.00	7,834.00	115,027.66	750.50	1,884.00	7,933.00			100.00
Irene Wleczyk	District Clerk	832,451.86	223,493.04		59,648.90	38,360.75	7,860.00	100,435.00	105,053.00	3,760.00	15,199.00		119,500.00		159,142.17
Gus George	Sheriff	415,702.13	50,175.00	29,199.20	331,401.00		2,966.00	1,341.00						132.50	487.43
Mary Ward	J.P. #1	191,371.21		133,723.87			29,660.00	10,916.09	14,993.00						2,078.25
George Molina	J.P. #2-1	94,359.90		57,914.90			13,256.00	3,108.00	20,081.00						
Gary Fredrickson	J.P. #2-2	309,412.50		226,226.41			56,648.50	25,354.59	1,148.00						35.00
Robert Stahl	J.P. #3	121,777.24		69,076.14	1,380.00		16,181.00	852.40	34,048.00	9.00					230.70
Jim Adolphus	J.P. #4	174,215.93		125,318.43			29,820.00	9,200.00	9,629.00						248.50
Henry Hejl	Constable #1	46,511.98	46,051.98												460.00
W.C. Todd	Constable #2	38,632.29	34,607.32												4,024.97
Bob Parker	Constable #3	188,905.07	85,775.44												103,129.63
Richard Pring	Constable #4	30,424.69	27,381.68												3,043.01
Kathy Hynson	Treasurer	0.00													
Daniel Kosler	Director EMS	109,248.97	108,445.38												803.59
Fee Officer Acct.	Interest Earned	48,149.94	48,149.94												
DEPOSITED IN FEE OFFICER ACCOUNT		3,937,945.83	1,395,673.59	641,458.95	534,003.90	290,666.90	194,170.50	159,041.08	299,979.66	4,519.50	17,083.00	7,933.00	119,500.00	132.50	273,783.25
Marsha Gaines	Tax Collector (1)	1,623,150.00	1,623,150.00												
	TOTAL	5,561,095.83	3,018,823.59	641,458.95	534,003.90	290,666.90	194,170.50	159,041.08	299,979.66	4,519.50	17,083.00	7,933.00	119,500.00	132.50	273,783.25

Non-Fee + 1,575,198
4,594,022

(1) From cash basis receipt records.

01910 0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
SCHEDULE OF INVESTMENTS AND INTEREST
FOR THE YEAR ENDING DECEMBER 31, 1986

NOW ACCOUNT (new depository contract in 1983)

YEAR	INTEREST EARNED	INTEREST PAID TO GENL. FUND	INTEREST TO BE PAID
1982	-		
1983	7,473.90		7,473.90
1984	14,673.65	10,309.59	11,837.96
1985	13,061.13		24,899.09
1986	14,966.04		39,865.13
TOTAL	50,174.72	10,309.59	39,865.13 *

TIME DEPOSSITS

YEAR	INVESTMENTS	WITHDRAWLS	TOTAL OUTSTANDING INVESTMENTS	INTEREST EARNED (To Gen'l Fun	INTEREST PAID TO GENL. FUND	INTEREST TO BE PAID
1981	240,240.00	32,000.00	208,240.00	8,915.52		8,915.52
1982	50,000.00	0.00	258,240.00	16,097.24		25,012.76
1983	88,510.29	0.00	346,750.29	30,996.00	25,012.76	30,996.00
1984	50,000.00	0.00	396,750.29	32,299.46	30,996.00	32,299.46
1985	0.00	0.00	396,750.29	35,367.47		67,666.93
1986	0.00	0.00	396,750.29	33,183.90		100,850.83
				156,859.59	56,008.76	100,850.83 *

* Total interest paid to general fund in January, 1987, $ 140,715.96

1986 MONTHLY AND QUARTERLY INTEREST EARNED

MONTH	NOW ACCOUNT	TIME DEPOSITS	TOTAL
JANUARY	674.94		674.94
FEBRUARY	912.95		912.95
MARCH	975.97		975.97
APRIL	822.01	9,161.11	9,983.12
MAY	1,116.19		1,116.19
JUNE	1,237.71		1,237.71
JULY	1,070.56	9,445.62	10,516.18
AUGUST	1,118.24		1,118.24
SEPTEMBER	1,190.02		1,190.02
OCTOBER	1,612.25	8,098.92	9,711.17
NOVEMBER	1,895.71		1,895.71
DECEMBER	2,339.49	6,478.25	8,817.74
	14,966.04	33,183.90	48,149.94

01911

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FORT BEND COUNTY, TEXAS
TRUST FUNDS
YEAR ENDING DECEMBER 31, 1986

MONTH	BEGINNING BALANCE	TRUST RECEIPTS	INTEREST RECEIPTS	DISBURSEMENTS	ENDING BALANCE
DISTRICT CLERK					
JANUARY	537,865.93	117,677.55	3,054.15	563,061.13	95,536.50
FEBRUARY	95,536.50	92,551.38	507.21	7,421.37	181,173.72
MARCH	181,173.72	219,844.87	755.13	301,795.46	99,978.26
APRIL	99,978.26	3,970.88	501.99	5,233.22	99,217.91
MAY	99,217.91	18,822.00	508.39	16,417.91	102,130.39
JUNE	102,130.39	11,894.97	499.29	11,814.47	102,710.18
JULY	102,710.18	34,777.46	550.36	4,005.97	134,032.03
AUGUST	134,032.03	54,737.26	511.58	87,883.32	101,397.55
SEPTEMBER	101,397.55	123,212.93	484.65	149,781.01	75,314.12
OCTOBER	75,314.12	21,320.42	309.97	16,058.72	80,885.79
NOVEMBER	80,885.79	29,489.13	346.06	24,326.13	86,394.85
DECEMBER	86,394.85	9,754.85	408.05	17,100.91	79,456.84
TOTAL	537,865.93	738,053.70	8,436.83	1,204,899.62	79,456.84
COUNTY CLERK					
JANUARY	2,346,703.14		13,148.95		2,359,852.09
FEBRUARY	2,359,852.09	58,360.00	12,595.83	8,166.72	2,422,641.20
MARCH	2,422,641.20	44,282.00	15,480.21	4,022.00	2,478,381.41
APRIL	2,478,381.41		12,457.95	43,250.43	2,447,588.93
MAY	2,447,588.93	7,189.67	11,913.17	1,181.57	2,465,510.20
JUNE	2,465,510.20	25,519.49	12,528.84	50.00	2,503,508.53
JULY	2,503,508.53		11,928.33	59,430.96	2,456,005.90
AUGUST	2,456,005.90		10,253.79	2,000.00	2,464,259.69
SEPTEMBER	2,464,259.69	990,050.00	13,469.95	7,944.49	3,459,835.15
OCTOBER	3,459,835.15	4,147.89	14,517.57		3,478,500.61
NOVEMBER	3,478,500.61	5,854.00	12,080.70	415,613.40	3,080,821.91
DECEMBER	3,080,821.91		15,538.04	102,899.73	2,993,460.22
TOTAL	2,346,703.14	1,135,403.05	155,913.33	644,559.30	2,993,460.22

01912

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FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR COUNTY CLERK - DIANNE WILSON
FOR THE YEAR ENDING DECEMBER 31, 1986

MONTH	AMOUNT COLLECTED	DEPOSITS APPLIED (1)	DEPOSITS FOR COSTS	ROAD & BRIDGE	SHERIFF	CONSTABLES	COUNTY JUDGE	DISTRICT ATTORNEY	LAW LIBRARY	CJPF	LEOSE	CVCF	FEES OF OFFICE **	DIRECT FEES ***	D.P.S.	ATTORNEY FEES	JURY FEES	APPELLANT FEE	JUDICIAL TRAINING FEE	VIDEO	REFUNDS & MISC.
JAN	103,727.50	8,300.00	6,300.00	19,139.00	806.00	2,005.00	812.00	4,332.50	120.00	1,110.00	103.00	1,502.00	6,691.50	51,112.00	310.00	12.50	3.00	290.00	179.00	600.00	8,300.00
FEB	106,149.75	10,100.00	10,039.00	18,398.50	935.00	2,665.00	924.50	4,240.50	160.00	1,080.00	107.00	1,548.00	7,564.50	47,011.75	210.00	35.00	23.00	345.00	178.00	585.00	10,100.00
MAR	116,860.60	9,283.00	9,613.00	23,668.00	1,152.00	2,800.00	1,021.50	5,249.00	116.00	1,320.00	130.00	1,905.50	8,188.50	50,612.60	263.00	217.50	3.00	320.00	223.00	775.00	9,283.00
APR	111,308.11	3,840.00	4,200.00	22,337.75	723.00	4,080.00	967.50	4,289.50	180.00	840.00	84.00	1,261.00	7,919.86	59,092.50	140.00	130.00	42.00	470.00	231.00	480.00	3,840.00
MAY	108,111.00	4,000.00	5,143.00	20,481.25	1,009.00	2,965.00	1,053.00	4,504.00	192.00	1,160.00	119.00	1,740.00	8,180.25	55,952.00	250.00	32.50	9.00	405.00	211.00	705.00	4,000.00
JUNE	120,197.09	9,753.00	11,010.00	20,641.50	873.50	3,385.00	1,069.00	4,402.01	252.00	1,138.00	111.00	1,571.00	8,446.50	56,004.08	270.00	17.50	9.00	460.00	194.00	590.00	9,753.00
JULY	123,887.25	8,395.00	14,623.00	20,684.50	811.00	2,810.00	895.75	4,514.75	148.00	978.00	95.00	1,393.50	7,947.50	59,188.25	240.00		18.00	360.00	190.00	535.00	8,455.00
AUG	133,981.00	8,213.00	15,813.00	22,542.25	1,025.00	4,385.00	1,139.50	4,881.00	188.00	1,212.00	123.00	1,813.00	10,039.25	60,354.00	370.00	15.00	20.00	595.00	328.00	925.00	8,213.00
SEPT	141,055.00	11,800.00	21,000.00	21,647.50	1,105.00	3,165.00	1,093.50	5,206.25	136.00	1,330.00	134.00	1,994.50	9,616.75	60,842.00	370.00	127.50	3.00	440.00	294.00	730.00	11,800.00
OCT	127,009.75	7,723.00	9,969.00	22,389.40	1,095.00	2,860.00	1,042.50	4,981.90	104.00	1,310.00	131.00	1,872.50	9,137.20	62,963.25	205.00	15.00	6.00	330.00	245.00	660.00	7,773.00
NOV	109,485.50	6,696.00	12,086.00	19,161.75	803.00	2,680.00	802.00	3,863.50	124.00	969.00	94.00	1,385.50	7,232.25	52,283.50	180.00		9.00	330.00	186.00	570.00	6,726.00
DEC	144,732.57	21,700.00	21,778.00	21,214.75	1,122.00	2,635.00	1,060.50	4,787.00	164.00	1,327.00	134.00	1,970.50	9,243.75	55,970.07	271.00		3.00	370.00	224.00	758.00	21,700.00
TOTAL	1,446,585.12	109,803.00	141,574.00	252,306.15	11,459.50	36,435.00	11,881.25	55,251.91	1,884.00	13,774.00	1,365.00	19,957.00	100,207.81	671,326.00	3,079.00	602.50	148.00	4,715.00	2,683.00	7,933.00	109,943.00

(109,803.00)<----

1,336,782.12

** FEES OF OFFICE are commissions received from Criminal, Civil, Probate and Lunacy cases.

*** DIRECT FEES OF OFFICE are fees for recordings, marriage licenses, certified copies, etc., see supporting Schedule of Direce Fees.

(1) DEPOSITS APPLIED represent previous collections of deposits for cost that have been subsequently applied against related costs.

01913

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FORT BEND COUNTY, TEXAS
COUNTY CLERK - DIANNE WILSON
SUPPORTING SCHEDULE OF DIRECT FEES
FOR THE YEAR ENDING DECEMBER 31, 1986

MONTH	AMOUNT COLLECTED	MARRIAGE LICENSE	BIRTH/DEATH CERTIFICATE	UCC	MICRO PLATS	RECORDING	BRANDS	VOTER REGISTRATION	CERTIFIED COPIES	MICRO-GRAPHICS	MISC.
JANUARY	51,112.00	3,125.00	69.25	2,647.00	400.00	32,469.75		377.00	9,847.00	1,747.00	430.00
FEBRUARY	47,011.75	3,800.00		1,930.00	1,335.00	28,489.75	5.00	988.00	9,894.00	465.00	105.00
MARCH	50,612.60	2,800.00	54.50	2,413.00	2,000.00	30,581.25	20.00	1,115.85	10,700.00	863.00	65.00
APRIL	59,092.50	3,950.00	48.25	2,521.00	700.00	33,701.75	25.00	2,598.50	14,539.00	784.00	225.00
MAY	55,952.00	3,975.00	60.00	1,980.00	200.00	35,248.00	15.00	351.00	12,278.00	1,785.00	60.00
JUNE	56,004.08	4,425.00		1,817.00	900.00	36,136.25	20.00	285.00	11,428.00	890.00	102.83
JULY	59,188.25	3,925.00	89.75	2,312.00	1,300.00	40,492.50	10.00	65.00	10,179.00	800.00	15.00
AUGUST	60,354.00	3,475.00	50.75	2,199.00	2,165.00	37,694.25	20.00	600.00	13,329.00	681.00	140.00
SEPTEMBER	60,842.00	3,250.00	45.00	2,247.00	500.00	40,536.00		340.00	12,900.00	934.00	90.00
OCTOBER	62,963.25	3,325.00	59.00	2,567.00	2,230.00	39,833.25	10.00	379.00	13,747.00	758.00	55.00
NOVEMBER	52,283.50	2,950.00	58.25	2,258.00	2,500.00	32,087.25	5.00	262.00	11,431.75	668.00	63.25
DECEMBER	55,970.07	3,775.00	42.75	1,708.00	1,600.00	37,516.25	5.00	75.07	10,459.00	724.00	65.00
TOTALS	671,386.00	42,775.00	577.50	26,599.00	15,830.00	424,786.25	135.00	7,436.42	140,731.75	11,099.00	1,416.08

01914 00322

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR DISTRICT CLERK - IRENE WLECZYK
FOR THE YEAR ENDING DECEMBER 31, 1986

MONTH	AMOUNT COLLECTED	DEPOSITS APPLIED *	ROAD & BRIDGE	FEES OF OFFICE	DEPOSITS FOR COSTS	CJPF	CVCF	LEOSE	SHERIFF	CONSTABLE	DISTRICT ATTORNEY	LAW LIBRARY	CASH BOND	JURY FEES	ATTY. FEES	JUDICIAL TRAINING FUND	AJS FUND	STATE FILING FEES	COPIES	REFUNDS & MISC.
JANUARY	47,742.05	5,215.00	1,805.00	14,401.50	1,204.00	360.00	355.00	18.00	1,889.50	5,335.00	1,390.00	1,175.00		130.00	100.00	14.00	1,105.00	8,840.00	2,686.00	6,964.05
FEBRUARY	59,518.30	190.51	3,790.00	15,206.00	7,320.00	440.00	480.00	20.00	1,852.50	5,725.00	1,230.00	1,305.00	6,000.00	100.00	90.00	13.00	1,220.00	9,760.00	2,345.00	2,681.80
MARCH	60,480.18	472.00	4,170.00	16,803.00	836.25	425.00	480.00	24.00	2,152.50	6,542.00	1,634.00	1,400.00	10,000.00	140.00	50.00	19.00	1,300.00	10,480.00	1,782.50	2,321.93
APRIL	67,272.19	241.00	4,227.50	16,077.75	2,330.29	280.00	295.00	14.00	1,896.25	6,920.00	906.50	1,330.00	16,000.00	205.00	165.00	12.00	1,245.00	9,960.00	2,287.00	3,120.90
MAY	75,189.65	2,376.50	6,082.00	17,356.00	9,134.00	360.00	360.00	18.00	2,186.00	7,185.00	1,352.00	1,455.00	8,000.00	140.00	100.00	15.00	1,250.00	10,000.00	2,351.00	7,845.65
JUNE	58,504.05	716.50	1,800.00	15,679.50	12,289.05	205.00	200.00	8.00	1,504.50	7,215.00	374.00	1,325.00	1,000.00	145.00	225.00	7.00	1,240.00	9,920.00	3,801.25	1,565.75
JULY	73,519.46	5,719.00	3,412.00	13,874.54	752.00	266.00	240.00	12.00	1,752.50	6,700.00	839.00	1,245.00	26,500.00	185.00	100.00	10.00	1,170.00	1,000.00	3,682.00	11,779.42
AUGUST	38,665.55	424.00	3,115.00	13,255.00	1,432.80	309.00	320.00	17.00	1,909.00	5,310.00	489.00	1,255.00		160.00	100.00	16.00	1,205.00		3,585.00	6,187.75
SEPTEMBER	57,151.46	267.00	3,665.25	12,568.50	8,766.50	205.00	219.00	10.00	1,747.50	5,975.00	511.00	1,265.00	7,000.00	165.00	200.00	7.00	1,170.00	1,760.00	3,859.00	8,057.71
OCTOBER	86,216.12	5,187.00	1,548.00	25,984.50	12,867.52	300.00	300.00	14.00	1,768.75	5,482.00	520.50	1,319.00	13,000.00	160.00	400.00	14.00	1,190.00	8,920.00	3,537.00	8,890.85
NOVEMBER	69,147.84	21,714.92	2,465.00	13,649.50	2,166.00	320.00	310.00	14.00	1,639.50	4,830.00	1,080.00	1,040.00	7,000.00	125.00	195.00	13.00	950.00	7,560.00	2,700.00	23,090.84
DECEMBER	66,605.94	37.50	2,281.00	14,764.50	550.49	305.00	280.00	14.00	1,614.50	5,045.00	980.00	1,085.00	25,000.00	110.00	450.00	13.00	1,030.00	8,240.00	1,927.00	2,916.45
TOTALS	760,012.79	42,560.93	38,360.75	189,620.29	59,648.90	3,745.00	3,779.00	183.00	21,913.00	72,264.00	11,306.00	15,199.00	119,500.00	1,765.00	2,175.00	153.00	14,075.00	86,360.00	34,542.75	85,423.10
	(42,560.93)<---																			
Notes:	717,451.86																			

* DEPOSITS APPLIED are funds that were collected in previous months or years since May 1981 and placed under DEPOSITS FOR COSTS on cases that had not yet been settled. When the case comes to court and the case is settled, these funds are either refunded such as cash bond refunds or overpayment of anticipated court costs on civil, criminal, probate and lunacy cases, or they are applied to the various court costs.

01915

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FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
FOR THE YEAR ENDING DECEMBER 31, 1986
OFFICE OF THE DISTRICT ATTORNEY

MONTH	BAD CHECKS COLLECTED AND PAID*	FEES FOR COLLECTION OF BAD CHECKS**	REFUNDS PAID OUT (OVERPAYMENTS)
JANUARY	13,789	2,544	
FEBRUARY	15,585	3,444	11
MARCH	15,661	3,416	5
APRIL	8,747	2,037	
MAY	11,529	2,552	
JUNE	12,369	2,282	24
JULY	16,258	3,097	
AUGUST	8,738	2,107	6
SEPTEMBER	10,178	2,345	
OCTOBER	16,715	3,634	5
NOVEMBER	12,931	2,801	
DECEMBER	16,813	1,968	
TOTAL	159,313	32,227	51

* Total Dollar amount of bad checks collected and paid to Merchants.

** Total fees received for collection of Bad Checks and deposited into the Fort Bend County Bad Check Fund.

01916
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FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR THE SHERIFF - GUS GEORGE
FOR THE YEAR ENDING DECEMBER 31, 1986

MONTH	AMOUNT COLLECTED	FINES	CJPF	LEOSE	CVCF	COMMITMT/ RELEASE FEES	PARKS & WILDLIFE D.P.S.	CASH BOND DEPOSITS	DPS	BOARD BILLS	OFFENSE REPORTS	JUDICIAL TRAINING FEE	OUT OF COUNTY FEES	MISC.
January	17,585.95	1,682.00	80.00	16.00	33.00	109.00		14,650.00		840.00	84.00	16.00	70.00	5.95
February	33,348.07	1,706.50	80.00	16.00	36.00	79.00		25,391.00	18.00	5,490.00	110.00	16.00		405.57
March	21,239.00	715.00	50.00	10.00	15.00	44.00	372.00	19,550.00	9.00	360.00	104.00	10.00		
April	42,989.12	2,188.60	145.00	29.00	63.00	182.00	323.90	33,265.00	12.00	6,640.00	106.00	29.00		5.62
May	48,472.03	2,521.00	150.00	30.00	72.00	177.00		39,350.00	9.00	6,040.00	88.00	30.00		5.03
June	16,840.00	2,875.00	145.00	29.00	72.00	144.00		12,300.00	6.00	1,240.00		29.00		
July	52,983.22	2,992.00	170.00	34.00	72.00	187.00		45,400.00	36.00	3,800.00	239.00	34.00		19.22
August	22,796.70	2,724.70	160.00	32.00	66.00	149.00	9.00	16,150.00	60.00	3,280.00	134.00	32.00		
September	37,183.89	3,909.00	200.00	40.00	96.00	214.00	125.00	25,000.00	45.00	7,320.00	114.00	40.00	62.50	18.39
October	39,934.32	1,593.50	95.00	19.00	39.00	106.00		30,600.00	24.00	7,300.00	126.00	19.00		12.82
November	33,070.41	3,624.00	180.00	36.00	93.00	225.00		27,100.00	21.00	1,660.00	95.00	36.00		0.41
December	49,259.42	2,667.90	145.00	29.00	69.00	140.00	232.10	42,645.00	39.00	3,160.00	89.00	29.00		14.42
TOTAL	415,702.13	29,199.20	1,600.00	320.00	726.00	1,756.00	1,062.00	331,401.00	279.00	47,130.00	1,289.00	320.00	132.50	487.43

FORT BEND COUNTY, TEXAS
JUSTICES OF THE PEACE- ALL PRECINCTS
FOR THE YEAR ENDING DECEMBER 31, 1986

CIVIL & CRIMINAL	JP-1 WARD	JP-2-1 MOLINA	JP-2-2 FREDRICKSON	JP-3 STAHL	JP-4 ADOLPHUS	TOTALS
FEES & FINES	130,758	57,915	226,226	69,076	125,318	609,293
SHERIFF	2,013	870	57	3,886	1,569	8,395
CONSTABLE	12,980	19,211	1,091	30,138	8,060	71,480
L.E.O.S.E.	2,966	1,320	5,664	1,619	2,982	14,551
C.J.P.F.	14,830	6,605	28,320	8,090	14,910	72,755
C.V.C.F.	8,898	3,960	17,002	4,854	8,946	43,660
J.C.P.T.F.	2,966	1,371	5,663	1,618	2,982	14,600
D.P.S.	7,014	3,084	16,695	146	7,101	34,040
PARKS & WILDLIFE	2,359	0	1,473	706	0	4,538
LICENSE & WT.	4,314	0	7,177	0	2,000	13,491
T.A.C.B.	195	24	9	0	99	327
DEPOSITS FOR COST	1,400	0	0	1,380	0	2,780
MISCELLANEOUS	678	0	35	264	249	1,226
TOTAL COLLECTED	191,371	94,360	309,412	121,777	174,216	891,136
% OF TOTAL COLUMN:	21.47%	10.59%	34.72%	13.67%	19.55%	100.00%

01918 0032

FORT BEND COUNTY, TEXAS
ANNUAL FEE OFFICERS REPORT
FOR THE YEAR ENDING DECEMBER 31, 1986
CONSTABLES - ALL PRECINCTS

	PRECINCT #1 HENRY HEJL	PRECINCT #2 W.C. TODD	PRECINCT #3 BOB PARKER	PRECINCT #4 RICHARD PRING	TOTALS
FEES OF OFFICE (1)	41,516	34,553	82,580	27,258	185,907
COMMISSIONS	4,536	54	3,195	124	7,909
EXECUTIONS	56,892 *	4,025	88,903	3,040	152,860
REFUNDS & MISC.	0	0	14,227 #	3	14,230
TOTALS	102,944	38,632	188,905	30,425	360,906
% OF TOTAL COLUMN:	28.5%	10.7%	52.3%	8.4%	100.0%

(1) DOES NOT INCLUDE IN-COUNTY FEES COLLECTED BY OTHER FEE OFFICERS.
THOSE FEES ARE REPORTED BY THE OFFICIAL WHO MADE THE COLLECTION.

* EXECUTIONS TOTALING $56,432 WERE NOT RUN THROUGH THE FEE OFFICER ACCOUNT AND WERE NEVER REPORTED PRIOR TO THE SUBMISSION OF THEIR ANNUAL REPORT.

MISC. RECEIPTS INCLUDE $9,600 INSURANCE PROCEEDS ON TOTALED AUTO AND $3,000 PROCEEDS FROM AUCTION ON AN EXECUTION

01919 0032

FORT BEND COUNTY, TEXAS
FEE COLLECTIONS FOR NON-FEE OFFICER DEPARTMENTS
FOR THE YEAR ENDING DECEMBER 31, 1986
(COMPILED FROM MONTHLY REPORTS)

OFFICER OR DEPARTMENT HEAD	DEPARTMENT	1986	1985	1984	1983	1982
BETTYE LAVOIS	CHILD SUPPORT	11,604	13,560	19,248	17,988	15,312
WALTER CULPEPPER, MD	HEALTH & SANITATION	13,113	8,619	411	460	481
DANIEL KOSLER	AMBULANCE SERVICE	108,445	124,334	125,292	115,953	76,607
HART/LAIDLAW	SANITARY LANDFILL *	941,461	870,388	727,985	1,113,117	1,066,985
CINDY REEVES	ANIMAL CONTROL	28,370	25,378	16,814	24,830	8,961
CAROLYN CONRAD	LIBRARIES	27,891	29,071	24,928	17,351	15,763
HOPIE SOLOMON	INDIGENT CARE	2,183	2,547	33,442	5,692	3,267
LEROY PARTHUM	FAIRGROUNDS	48,428	53,403	55,177	49,123	60,598
A.E. "AL" DOBSON	ADULT PROBATION	366,654	243,208	196,434	168,406	128,463
STERLING MOORE	JUVENILE PROBATION	26,194	9,088	7,176	6,151	2,232
STANLEY KUCERKA	COUNTY ENGINEERING	3,300	4,700	8,070	8,250	9,700
MARYLYNN CHESSHIRE	BAIL BOND BOARD	106,000	4,500	46,000	55,122	142,500
	TOTAL	1,683,643	1,388,796	1,260,978	1,582,442	1,530,868

* The 1986 figure of $941,461 does not include amounts for Sept. & Oct.
It does include December 1986 business of $114,465 earned but not paid until Jan. 1987.

01920 0032

FBC AMBULANCE SERVICE (EMS)
Daniel Kosler, Director
JAN.-DEC. 1986

MONTH	NUMBER CHARGES	TOTAL CHARGES	TOTAL COLLECTED	AMOUNT COLLECTED	FEES TO GEN'L FUND	REFUNDS
JANUARY	322	15,540.00	195	8,599.50	8,405.75	193.75
FEBRUARY	411	19,805.00	230	10,786.53	10,720.53	66.00
MARCH	100	4,875.00	218	10,103.58	10,004.58	99.00
APRIL	289	13,590.00	165	7,844.23	7,736.23	108.00
MAY	253	11,860.00	148	6,659.26	6,623.26	36.00
JUNE	395	18,735.00	237	10,708.39	10,654.75	53.64
JULY	230	10,770.00	226	10,090.77	10,081.77	9.00
AUGUST	321	15,600.00	199	9,646.68	9,601.68	45.00
SEPTEMBER	156	7,470.00	219	9,647.46	9,576.18	71.28
OCTOBER	365	17,905.00	219	9,807.58	9,736.30	71.28
NOVEMBER	188	9,135.00	152	6,828.45	6,822.81	5.64
DECEMBER	279	13,445.00	185	8,526.54	8,481.54	45.00
TOTALS	3309	158,730.00	2393	109,248.97	108,445.38	803.59

*NOTE: Refunds are issued only when an overpayment of a bill has occurred, usually when a bill was paid by both the patient and their insurance.

01921

0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
CASE TAX COLLECTIONS FOR THE STATE OF TEXAS
FOE THE YEAR ENDING DECEMBER 31, 1986

OFFICIAL	OFFICE	TOTALS	LEOSE	CJPF	CVCF	JCTF
DIANNE WILSON	COUNTY CLERK	37,779.00	1,365.00	13,774.00	19,957.00	2,683.00
IRENE WLECZYK	DISTRICT CLERK	7,860.00	183.00	3,745.00	3,779.00	153.00
GUS GEORGE	SHERIFF	2,966.00	320.00	1,600.00	726.00	320.00
MARY WARD	J.P. #1	29,660.00	2,966.00	14,830.00	8,898.00	2,966.00
GEORGE MOLINA	J.P. #2-1	13,256.00	1,320.00	6,605.00	3,960.00	1,371.00
GARY FREDRICKSON	J.P. #2-2	56,649.00	5,664.00	28,320.00	17,002.00	5,663.00
ROBERT STAHL	J.P. #3	16,181.00	1,619.00	8,090.00	4,854.00	1,618.00
JIM ADOLPHUS	J.P. #4	29,820.00	2,982.00	14,910.00	8,946.00	2,982.00
	TOTALS	194,171.00	16,419.00	91,874.00	68,122.00	17,756.00

01922 0032

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SELECTED FINANCIAL AND STATISTICAL INFORMATION

	1986	1985	1984	1983	1982
Collections:					
Fees of Office	$3,018,824	$2,753,280	$2,510,151	$2,033,461	$1,513,119
Fines	641,459	822,271	846,098	812,262	607,142
Road & Bridge	290,667	252,324	241,670	199,995	133,318
Jury & Attorney Fees	4,520	1,647	1,787	152	206
Law Library	17,083	17,066	15,499	15,059	11,979
Beer License Fees	57,675	37,175	42,033	23,320	30,755
D.A. Bad Check Fees	32,227	27,058	20,533	9,490	10,560
	$4,062,455	$3,910,821	$3,677,771	$3,093,740	$2,307,080
Statistics:*					
Cases Filed:					
District Court Cases Filed	4,789	4,470	4,386	3,696	3,636
County Court Cases Filed	3,715	3,530	3,593	2,747	2,147
Marriage Licenses Issued	1,709	1,911	2,327	1,761	2,796
Official Instruments Recorded	67,747	62,866	62,859	-	-
Justice Court #1 Cases Filed	5,453	6,766	7,644	7,470	6,082
Justice Court #2-1 Cases Filed	3,430	1,755	746	-	
Justice Court #2-2 Cases Filed	8,250	6,599	5,504	4,118	3,852
Justice Court #3 Cases Filed	4,210	3,938	3,328	5,039	3,772
Justice Court #4 Cases Filed	6,040	5,425	6,254	5,125	4,717
Child Support New Cases &					
Reinstatements	467	441	406	447	397
Complaints Filed	0	0	53	195	214
Total Active Cases	2,108	1,970	1,826	1,723	1,552
Amount received and disbursed	5,776,543	5,576,529	5,134,634	4,516,133	3,840,796
Court appointed attorneys	237	275	274	0	0

* Unaudited

FORT BEND COUNTY, TEXAS
SALARIES AND BONDS FOR FEE OFFICERS
FOR THE YEAR ENDING DECEMBER 31, 1986

OFFICE OR DEPARTMENT	OFFICIAL	SALARY	BONDING COMPANY	BOND
DISTRICT ATTORNEY	WILLIAM A. MEITZEN	60,382 *	AMERICAN STATES INS. COMPANY	5,000
COUNTY JUDGE	JODIE STAVINOHA	47,000	MERCHANTS BONDING COMPANY	10,000
SHERIFF	GUS GEORGE	45,000	MERCHANTS BONDING COMPANY	10,000
COUNTY CLERK	DIANNE WILSON	40,000	WESTERN SURETY CO.	5,000
ASSESSOR-COLLECTOR OF TAXES	MARSHA GAINES	40,000	WESTERN SURETY CO.	150,000
DISTRICT CLERK	IRENE WLECZYK	38,000	THE HARTFORD INS. GROUP	5,000
COUNTY TREASURER	KATHY HYNSON	38,000	WESTERN & AMERICAN STATES	20,000
JUSTICE OF THE PEACE #1	MARY WARD	32,000	WESTERN SURETY CO.	1,000
JUSTICE OF THE PEACE #2-1	GEORGE MOLINA	32,000	WESTERN SURETY CO.	1,000
JUSTICE OF THE PEACE #2-2	GARY FREDRICKSON	32,000	WESTERN SURETY CO.	1,000
JUSTICE OF THE PEACE #3	ROBERT STAHL	32,000	WESTERN SURETY CO.	1,000
JUSTICE OF THE PEACE #4	JIM ADOLPHUS	32,000	WESTERN SURETY CO.	1,000
CONSTABLE #1	HENRY HEJL	27,000	MERCHANTS BONDING COMPANY	1,000
CONSTABLE #2	WALTER TODD	27,000	WESTERN SURETY CO.	1,500
CONSTABLE #3	ROBERT PARKER	27,000	MERCHANTS BONDING COMPANY	1,500
CONSTABLE #4	RICHARD PRING	27,000	MERCHANTS BONDING COMPANY	1,500

* $50,522 paid by the State

6. MR. AL DOBSON, CHIEF ADULT PROBATION OFFICER, RE: ACCEPT PROPOSAL TO ALLOCATE FUNDS TO PURCHASE PHONE SYSTEM FOR LEGION DRIVE OFFICE BUILDING:

Moved by Commissioner Pressley, to accept proposal from ISOETEC, Texas for telephone system for Legion Drive office building in the amount of $19,138 to come from Contingency Fund as presented by Al Dobson, Adult Probation Officer.

Motion fail.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to abstain, Commissioner Pressley voting to abstain, it is ordered to reject all proposals on phone system and return all bid bonds. (Recorded in minutes in full)

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE : AMENDMENT TO BUDGET OF $25,000 FOR BOOKS AND LIBRARY MATERIALS INTO LINE ITEM #3050:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend Library's 1987 budget (0030-3050) in the amount of $25,000 from Revenue Sharing EP-17. (Recorded in minutes in full)

8. CONSTABLE DAVE RODEN, PRECINCT 1, RE: ACCEPT CHECK IN THE AMOUNT OF $507.26 FROM FARMERS INSURANCE AS REIMBURSEMENT FOR AUTO ACCIDENT DAMAGES AND AMEND BUDGET:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept check in the amount of $507.26 from Farmers Insurance as reimbursement for auto accident and amend Constable 1 1987 repair & parts budget in same amount.

9. CONSIDER REQUEST FOR TAX EXEMPTION FOR PROPERTY LOCATED AT 1810 AVENUE M, ROSENBERG (TEAGUE-WADDEL HOUSE):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until April 13 ,1987 for further study.

10. CONSIDER REQUEST FOR TAX EXEMPTION AS A HISTORIC SITE FOR THE GEORGE RANCH PARK:

Postponed

11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: CONSIDER REFUND REQUEST FROM CINCO/WATSON VENTURE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to refund $2,313.67 to Cinco/Watson Venture due to over-assessment as presented by Marsha Gaines, Tax A/C. (Recorded in minutes in full)

12. CONSIDER VOIDING OUTDATED TAX COLLECTOR CHECK #6537 MADE PAYABLE TO CARL A. DAVIS, AND REISSUE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to void outdated Tax Collector check #6537 made to Carl A. Davis and reissue. (Recorded in minutes in full)

INDEX

Recommendation 1

Standard and Major System Features 2,3

Evaluation Factors Considered 4

Remote Maintenance 5

Maintenance Commitments 6

Costs and Evaluations 7

Non Negotiable Costs - Phone Lines 8

RECOMMENDATION

ISOETEC SYSTEM:

32 Electronic Sets (With Spare Set - Free)

5 Executive Electronic Sets (No L.C.D.)

1 CRT Operator Console

1 Dialed Activity Recording Terminal (Printer) - Free

1 Station Message Detail Recording (Software) - Was already included in price.

All Wiring

Switcher Station (Key service unit)

Training (One(1)Year)

No installation charge - included in total price.

Full warranty and maintenance agreement (Exception - Fire / Flood)

STANDARD AND MAJOR SYSTEM FEATURES

AS PER ORIGINAL

SYSTEM

CAPACITY	- Accomodates up to 24 outside lines and 72 extensions.
INTERCOM	- Fully built-in hands free intercom system.
VOLUME CONTROLS	- 8 volume adjustments which can be set individually for each phone.
HOLD	- One button hold providing both system and exclusive hold.
PAGING	- Up to 9 zones of paging plus all call, hands-free or private.
SYSTEM SPEED DIAL	- 99 numbers, up to 30 digits each, to be accessed by all users.
TOLL RESTRICTION	- Allows toll restriction from any or all extensions to prevent unauthorized long distance.
FLEXIBLE RINGING	- Allows user to choose which phones will ring in, which will not.
BACKGROUND MUSIC	- Provides background music through the telephone speaker.
MUSIC-ON-HOLD	- Provides music to calls placed on hold.
AUTOMATIC RESTART	- After a power failure, the system immediately begins functioning when power is restored.
ASSIGNED NIGHT RING	- Specific phones can be programmed to ring-in when operator station is unattended.
AUTOMATIC SYSTEM CONFIGURATION	- When the system is initially turned on, it is programmed automatically to accomodate all outside lines and can be used immediately.
DIRECT INWARD SYSTEM ACCESS	- Allows users to dial into the system to access special lines (WATS, TIE, FX) or to activate and sense external equipment.
STATION MESSAGE DETAIL RECORDING	- Through the use of a printer, telephone activity for each extension and line recorded on a continuous print-out.

STATION

OPERATOR'S CONSOLE	- Enables operators to identify busy lines and extensions, transfer calls, and handle two conversations simultaneously - one through the speaker system and one through the handset.
HANDS FREE OPERATION	- Internal and external calls may be answered without lifting the handset.
PRIVACY	- Prevents any party from listening into or interrupting a call unless conferenced.
CONFERENCING	- Conference calls can be arranged for up to 5 people on either internal or outside calls in any combination.
STATION SPEED DIALING	- In addition to system speed dial, each extension has 30 individual numbers of up to 30 digits each.
LAST NUMBER REDIAL	- The last number dialed is automatically stored in memory and can be redialed if line is busy or after hanging up.
MUTE	- Provides privacy enabling the user to converse with another party, which caller cannot hear, while still listening to the calling party.
DO-NOT-DISTURB	- An extension can be placed in DND if user does not wish to receive any calls.
CAMP-ON	- Station user may "camp-on" to a busy station. The busy station is notified of the call by a soft tone.

LINE STATUS INDICATION-When an outside line is in use, the key is lit; when placed on hold, it will flash.

MESSAGE WAITING - This feature permits a message to be left at another station.

NIGHT SERVICE - Incoming calls will ring at stations programmed to ring at night or when operators station is unattended.

SAVE & REPEAT - A station user may elect to have a dialed number "saved" to be redialed at a later time.

SPLIT KEY OPERATION - When a "call waiting" tone is heard at a busy station, the new call can be answered and the call in progress placed on hold by depressing the "split" key.

"UNI" KEY - A unique key that enables each extension to make or receive calls on lines not appearing on their phone.

AUTOMATIC ANSWER - Incoming calls can be answered simply by lifting the handset. No need to search for flashing line keys.

AUTOMATIC LINE SELECTION - A station may be programmed so that when the handset is lifted, user is automatically connected to an available line.

CALL-BACK - A signal can be sent to a busy station so that when it becomes free, it is automatically connected to the station that signaled it.

CALL PICK-UP - Calls transferred to an unattended station can be picked up from any other station.

MICROPHONE "ON" INDICATION - When a station's microphone is activated, a tone is heard and a light is lit

ON-HOOK DIALING - Allows dialing and listening without lifting the receiver.

OPTIONS

EXTERNAL EQUIPMENT INTERFACE - System can be connected to a security sensor to sound an audible alarm or it can be programmed to activate lights or other equipment.

SINGLE LINE STATIONS - Up to twelve regular, single-line telephones can be connected to the system.

Block Programming

Call Block

Hunt Groups

Message Waiting

Station Hunting

Trunk Groups

EVALUATION FACTORS CONSIDERED

1. All equipment is included from maintenance guarantee.

2. Emergency response time, three hours. (35% of repairs can be handled over phone)

3. Service facility on N. Post Oak - Houston.

4. Emergency backup is power failure transfer.

5. Location and availability manufacturers on San Felipe - Houston.

6. One year warranty unlimited.

7. Major system breakdown is 20% of inability to place or receive calls.

8. Years in business - 5.

9. Warehouse located on San Felipe - Houston.

10. No used equipment.

11. R.F.P. Vendor complied with site visit.

12. Comments from other customers - excellent.

13. Price was least important, though lowest.

REMOTE MAINTENANCE

The EZ-1/96 system offers the capabilities to provide remote maintenance on the system being offered. A key benefit of the ISOETEC system is the ability to centralize its maintenance and service control. With the CRT/Operator Console, our Service Center will be able to monitor every system parameter, provide testing capabilities, moves and changes, traffic analysis, and feature alternatives to eliminate much of the expense you are presently spending in those areas.

The 96 system is capable of running a complete diagnostics study of itself from any remote ISOETEC Service Center. This diagnostics study includes testing of audio and loop circuits for all incoming lines, a complete test for electrical shorts, as well as a complete circuit card study with disposition codes telling (if a) failure has occurred and where.

The Service Center has the capability to download complete programming into a data base which is stored on a floppy disk. This can be downloaded into the switch in a matter of minutes in case there is a total system programming loss. By utilizing the Remote Diagnostic capabilities of the 96 system the end user will receive IMMEDIATE response to any question without waiting for the "standard response parameters" quoted throughout the industry.

MAINTENANCE COMMITMENTS

It is the intention of ISOETEC Texas to maintain the proposed equipment in such manner that it meets all your requirements.

Should trouble occur that requires immediate attention, our service staff is on call 24 hours a day, 7 days a week, 365 days a year. Response to every service call is the responsibility of ISOETEC Texas whether the difficulty is system related or a fault of the local telephone utility.

ISOETEC Texas will respond to Emergency Service within three (3) hours from the time it is reported. Emergency Service is defined as the inability to place, receive or process 20% call capacity of the system as it is proposed. Routine Service will be responded to as soon as possible, but not to exceed 24 hours from the time it is reported.

Each ISOETEC Texas service vehicle is kept stocked. However, in the event a special application occurs, the necessary part will be dispatched by an ISOETEC Texas courier directly from our warehouse to the project site. Each facet of operations is fullfilled by ISOETEC Texas employees.

To further ensure service to our customers, ISOETEC Texas is totally supported by the manufacturer.

EQUIPMENT MANUFACTURER'S MAINTENANCE COMMITMENTS

Guaranteed parts and accessories for useful lifetime term of the equipment (estimated 10 years under normal use and proper maintenance).

Guaranteed service by the manufacturer in the event ISOETEC Texas should default in its commitments. The manufacturer will assume the current rate charges being billed by ISOETEC Texas.

Guaranteed replacement of equipment in 3 days as a result of a natural disaster.

COSTS AND EVALUATIONS

Equipment costs with extras	$ 19,138.00
8 trunks (currently)	12,384.00
Operator with benefits	15,256.00
	$ 46,778.00
Currently paying with everything	$ 35,966.00
Difference:	$ 10,812.00

2nd year:

Equipment Cost	$ 0.00
8 trunks	$ 12,384.00
Operator	$ 16,019.00
Maintenance Agreement	$ 1,728.00
Total	$ 30,131.00

3rd year:

Equipment Cost	$ 0.00
8 trunks	$ 12,384.00
Operator (Provided probation takes 100% occupancy)	$ 0.00
Maintenance Agreement	$ 1,728.00
Total	$ 14,112.00

OPTIONAL

Consider also purchasing Horizon system in place. Isoetec could consider leaving Horizon to Juvenile Probation as package deal plus labor.

NON - NEGOTIABLE COSTS - PHONE LINES S.W. BELL

NEW SYSTEM

Existing Trunks: Annual Costs.

8 trunks (2 way in and out)		$ 12,384.00
Business lines (8 - Probation; 3 - JP#1; 2 - Constables)		$ 12,384.00
D.I.D. Lines (6 inward trunks only)	$ 12,948.00	
Monthly block charge included. (We would need 8 trunks for out calls.)	$ 12,384.00	$ 25,332.00

Stay with trunks we have now because:

- We know it carries the current load.
- Probation increasing I.S.P. Would not be able to cover answering general calls by secretary.
- Horizon system will not accommodate D.I.D.

#7

Fort Bend County Library System

01934

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

March 30, 1987

AS PER ORIGINAL

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley ✓
Commissioner Bob Lutts

Gentlemen:

I will be appearing before you on Monday, April 6, 1987 to request that $25,000 be transferred from the Contingency Account to the County Library's Book and Magazines Account #0030-3050.

If you will remember, I originally requested $210,000 for Books and Magazines for the 1987 FY. At our first budget workshop on August 13, 1987, the Court agreed to cut the Books and Magazines budget by $50,000, to $160,000. There was general agreement among you that the $50,000 would be restored later in the budget year out of either Revenue Sharing (funding was still uncertain then) or out of the Contingency Account if Revenue Sharing ceased to exist.

I am asking for 1/2 of the $50,000 now, and will be back before you at the end of the next quarter (June) to request the second half.

The reason for asking for these funds in the first 2 quarters of the year while still having available funds from the original $160,000 allocation is two-fold: one, we have placed orders for approximately half of the $160,000 already because we are in the midst of the heaviest publishing (and buying) season (the computer printout does not reflect this because it only tracks actual payments made and we have many orders in process); and two, we need to plan ahead and place orders now for books and other materials which will be published in late Spring and in the early Fall. Before we place an order we have to have some certainty that the money will be here to pay for it.

Still another reason for requesting these funds now is that the County's cut off date for receipt of statements (early December) and the library's routine policy of allowing up to 90 days for cancellation of orders that cannot be filled immediately, force us to do the bulk of our ordering the first 6 months of the year. We must, therefore, for all practical reasons, be certain of our total book budget by June.

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

AS PER ORIGINAL

I hope that this request and its underlying rationale and explanation is clear to you and that you will grant the transfer of $25,000 out of Contingency into the Books and Magazines account of the County Library Budget.

Sincerely,

Roman S. Bohachevsky

Roman S. Bohachevsky

RSB/dnr

~~July 23,~~ 1986 March 13, 1987

901936

0032

Fort Bend County Commissioners Court
Fort Bend County Courthouse
Richmond, Tx 77469

Dear Fort Bend County Commissioners,

I hereby submit and request that the property known as the Teague-Waddell House located at 1810 Avenue M Rosenberg,Texas be granted a tax exemption in order that I may continue my efforts to preserve this Texas Historical Landmark. I have attached for your review copies of issuance of the Texas Historical Commision letters and other news articles of my intent to show and preserve this property. Thank- you for your consideration.

Sincerely Yours,

Shirley Faye Bosse

State Property Tax Board
Exemption Application 11.24(4/84)

01937

0032

AS PER ORIGINAL

Fort Bend County Appraisal District

EXEMPTION APPLICATION FORM FOR HISTORIC SITE FOR 19 87

In order to claim this exemption, the applicant must have owned the property on January 1 of this year. The application must be timely filed with the appraisal office between January 1 and May 1 of this tax year for the application to be valid. Any supporting documentation for this exemption required by the appraisal office will be noted in the proper place below.

Application submitted for: Fort Bend County City of Rosenberg Lamar Consolidated ISD
[Taxing Unit(s)]

IDENTIFICATION OF APPLICANT

Name: Shirley Faye Bosse

Address: 1810 Avenue M Rosenberg Tx 77471

Mailing Address (if different): same

IDENTIFICATION OF REAL PROPERTY OF THE ORGANIZATION FOR EXEMPTION:

Deed Owner: Shirley Faye Bosse

Deed Recorded: Volume 1476 Page 286

Lot .50 acre 0083 HY SCOTT Block TRACT189
account #0083-00-000-1890-901

PROPERTY USAGE:

1. Was property recorded as a Texas Historical Landmark by the Texas Historical Commission as of January 1 of this tax year?
■ YES ☐ NO

2. Is the property a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ■ YES ☐ NO

3. Please attach any documents supporting either of the above answers.
documents attached

Please provide the name of a person who may be contacted if additional information is needed.

Name: Shirley Faye Bosse

Title: owner

Address: 1810 Avenue M Rosenberg Tx 77471

Phone number: (713) 232-6077

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

I hereby designate that this described property, which Shirley Faye Bosse *owned on January 1 of this year, as the property against which the historic site exemption may be claimed in Texas.*

01938
0032

I certify that the information given on this form is true and correct.

Shirley Faye Bosse

Applicant's Signature

Date

AS PER ORIGINAL

RENEWAL

(Optional)

I certify that the information given on this form is true and correct.

Applicant's Signature

Date

Texas Property Tax Code Sec. 11.24

FORT BEND CENTRAL APPRAISAL DISTRICT
P.O. BOX DRAWER A
914 FROST,ROSENBERG, TX 77471
713-232-5232 713-342-5256

NOTICE OF APPRAISED VALUE

0083-00-000 090-901
0083 HY SCOTT, ACRES 0.5, .5
ACRES OUT OF 1.5 ACRE TRACT

01939

0032

1984 APPRAISED		1985 IMPROVEMENTS	1985 LAND	1985 AG/TIMBER MKT	1985 AG/TIMBER USE	1985 APPRAISED VALUE
48,680		63,940	27,230	0	0	91,170

1984 NET TAXABLE	1984 TAXES LEVIED	TAXING UNIT	1985 APPRAISED	1985 EXEMPTIONS	1985 NET TAXABLE	ESTIMATED TAX RATE	1985 ESTIMATED TAX
48,680	0	FORT BEND COUNTY GN	91,170	0	91,170	.2030	185.08
48,680	0	CITY OF ROSENBERG	91,170	0	91,170	.3898	355.38
48,680	0	LAMAR CISD	91,170	0	91,170	.9176	836.58
48,680	0	FORT BEND COUNTY DR	91,170	0	91,170	.056	51.06
48,680	0	FORT BEND COUNTY LR	91,170	0	91,170	.0407	37.11

"The Current Year Estimated Tax Rate indicated for these Taxing Units as calculated will raise the same amount of revenue for operating purposes from properties taxed in the preceding year as those units raised for those purposes in the preceding year. Each governing body of these Taxing Units may NOT adopt a rate that will increased tax revenues for operating purposes from properties taxed in the previous year without publishing notice in a newspaper that it is considering a tax increase and holding a hearing for taxpayers to discuss the tax increase. The Current Year Estimated Taxes indicated would be levied on the above described property if the Taxing Units adopted these Current Year Estimated Tax Rates."

THE TEXAS LEGISLATURE DOES NOT SET THE AMOUNT OF YOUR LOCAL TAXES. YOUR PROPERTY TAX BURDEN IS DECIDED BY YOUR LOCALLY ELECTED OFFICIALS, AND ALL INQUIRIES CONCERNING YOUR TAXES SHOULD BE DIRECTED TO THOSE OFFICALS.

BOSSE SHIRLEY
1810 AVE M
ROSENBERG,TX 77471

"If you feel your value for the current year is incorrect, please contact the Appraisal District office immediately at the above addre: If we are unable to resolve the situation, you may schedule a hear with the Appraisal Review Board by obtaining a protest form, from the Appraisal District and filing your written protest before the Boa begins hearing protests on

09/10/85 at 914 Frost Street Rosenberg, T

TAX CEILING

"For school districts. For those taxpayers 65 years of age or older who received the $10,000 residence homestead exemption for school district purposes, the amount of school taxes that will be imposed for the current year will not exceed the tax ceiling established on those homesteads."

The governing body of each of these Taxing Units decides whether or not taxed on property will increase and the appraisal district only determines the value of property. If a taxpayer objects to increasing taxes and government expenditures, he or she should complain to the governing bodies of these taxing units. Only complaints about value should by presented to the appraisal office and the appraisal review board.

THIS IS NOT A TAX STATEMENT.

AS PER ORIGINAL

Texas Historical Commission
Box 12276, Capitol Station,
Austin, Texas 78711
Truett Latimer
Executive Director

01940

0032

July 18, 1979

AS PER ORIGINAL

Mrs. Leon Anhaiser
803 Venice
Sugarland, TX 77478

RE: Teague-Waddell House
Medallion, 16" x 12" marker without post

Dear Mrs. Anhaiser:

This is to advise you that we have checked the "proof" for the above referenced marker and have returned it to the foundry. In a few days the marker will be cast and should be ready for shipment within 4 to 6 weeks.

Enclosed are copies of news releases concerning this marker and 4 extra copies of the inscription for your file. Please fill in the blanks in the news release and mail to your area newspapers in the envelopes provided.

Sincerely,

Truett Latimer
Executive Director

By: Anice Read
Anice Read
Director of Programs

AR:hw
Encl.

01941 0032

AS PER ORIGINAL

The Weather

Partly cloudy and warm with scattered thundershowers through Tuesday. High Monday and Tuesday near 90, with a low Monday night in the low 70s. Variable winds 5-10 mph, becoming gusty near thundershowers.

The Herald-Coaster

YOUR DAILY FORT BEND COUNTY NEWSPAPER

1902 S. FOURTH STREET, ROSENBERG, TEXAS 77471

Unused Items Sell Fast In Herald-Coaster Classified Ads

Call 232-3737

EIGHTY SEVENTH YEAR – NO. 199 | MONDAY, AUGUST 20, 1979 | TWELVE PAGES – FIFTEEN CENTS

Once Was In Rosenberg's 'Silk Stocking Row'

Teague-Waddell House Receives Historical Marker

Rosenberg's reputation as a city with a rich history has received a boost – the second historical marker on a Rosenberg house soon will be erected.

The tall, white "Teague-Waddell House" at 1810 Avenue M will bear the prestigious plaque. Years ago, Avenue M near Third Street was known as "Silk Stocking Row." Elegant two-story homes were built in that area by Dr. J.S. Yates, Kinch Hillyer, N.P. Teague, Taylor Ray, Earl Trone and Henry A. Meyers.

The Teague-Waddell House was remodeled in 1977 by McKay and Joan Otto and now is used as his real estate office.

"The Teague-Waddell home is an excellent example of Texas Colonial architecture of the early 1900s. In order to preserve the homes of this period it is necessary to establish them as historically important," Otto said.

"Rosenberg has been a town that has paid little attention to its history and heritage. The Teague-Waddell home is the only home like it in Rosenberg and bringing awareness to its historical significance will help preserve the history of Rosenberg."

The first historical marker was posted this spring on the Trone-Ray-Lane home on Third Street, now occupied by Rosenberg councilman Milton Lane and his wife, Myrtis. A marker, granted by the Texas Historical Commission, requires research on the original owners.

The Lanes had hoped their marker would spark interest in preserving the city's history. Neighboring Richmond already has several home and site markers.

Norman P. Teague, builder of the house, moved to the city in 1902 because he felt it was a "little city with a big future." He was a businessman who founded N.P. Teague's Mill and Elevator Co. He died in 1913 in his early 30s.

Two of his daughers who lived in the home are now living in Richmond – Sidney Davis and Helen McGaren. The home was sold to Jake H. Waddell in 1925; his family lived there for more than 40 years.

Later, the home was turned into a rental duplex. One of the first remodeling projects was reopening the Victorian staircase. Other original features restored include an antique claw-and ball-footed bath tub, two 8-foot doors, a carved walnut fireplace with an oval mirror, transomes above the doors and pine floors.

The living room opens through the 8-foot doorway flanked by two old colonial pillars taken from a historical home in Corpus Christi.

//

01942

0032

AS PER ORIGINAL

RECEIVED
MAR 30 1987
COUNTY JUDGE

MEMORANDUM

TO: Judge Stavinoha, County Judge

FROM: Marsha P. Gaines, Tax Assessor/Collector

SUBJECT: Refund Over $500.00

DATE: March 26, 1987

Please place the following item on the commissioner's court agenda for April 6, 1987:

Refund for Cinco/Watson Venture
Double Assessed Per CAD
$2,313.67

Also, included are copies of the refund application, change order from central appraisal, original receipt, and letter of approval from the county auditor.

If you have any further questions please contact my office.

Marsha P. Gaines

MPG/pkw

01943

OCT 06 1986

0032

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

AS PER ORIGINAL

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County Tax Office
(Taxing Units)
P.O. Box 399 Richmond, Texas 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Cinco/Watson Joint Venture
Address: P.O. Box 16290 Houston, Texas 77222
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0145 Brooks and Burl Tract A-1 Pt Acres 16.409

Address or Location of Property:
Account Number of Property: .914-0145-00-000-0060 or Tax Receipt Number: 12257

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. Ft Bnd Cnty	19 85	2/18 / 19 86	$ 2313.67	$ 2313.67
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
Change from the Central Appraisal Office deleting this account due to it being double assessed with account #.914-0145-00-001-0060

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Signature: [signature] Agent — Date of Application for Tax Refund: 10/3/86

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

01944

0032

ATTENTION: CHANGE #

TAX YEAR(S): 1985-1986 MAP # 2-21

FORT BEND CENTRAL APPRAISAL DISTRICT

EMPLOYEE CHANGE # LGS-663

PROPERTY TO BE: ADDED
CHANGED
DELETED ✓

JURISDICTION SUBMITTING CHANGE AS PER ORIGINAL
APPROVED BY [illegible]
DATE 4-11-86

NAME CHANGE
LEGAL CHANGE
ACREAGE CHANGE
JURISDICTION
DELETE ✓

ADDRESS CHANGE
VALUE CHANGE
AG VALUE CHANGE
MISCELLANEOUS
CATEGORY

EXEMPTION CHANGES:
HOMESTEAD
OVER 65
DISABILITY
VETERAN

ORIGINAL ACCOUNT INFO

ACT # 0145-00-000-0060-914
PROPERTY I.D. - R # 126744
OWNER Cinco/Watson Joint Venture
ADDRESS P.O. Box 16290
Houston, TX 77222

01 00 13 114 20 01 01 00
LEGAL A-145 Brooks & Burl
Tract A-1 Pt, 16.409 Ac.

ACRES 16.409

NEW ACCOUNT INFO

ACT #
PROPERTY I.D. - R #
OWNER
ADDRESS

LEGAL

ACRES

EXPLANATION - SOURCE: Double Assessed with Acct # 0145-00-001-0060-914

ORIGINAL VALUES		CATEGORY
LAND: MARKET	656360	D1
LAND: AGRICULTURE		
IMPROVEMENTS		
PERSONAL		
MINERAL		
RENDERED VALUE		
HOMESTEAD		
OVER 65	YEAR	
FROZEN LEVY		
DISABILITY		
VETERAN		
EXEMPTION FLAG		

NEW VALUES		CATEGORY
LAND: MARKET	-0-	
LAND: AGRICULTURE		
IMPROVEMENTS		
PERSONAL		
MINERAL		
RENDERED VALUE		
HOMESTEAD		
OVER 65	YEAR	
FROZEN LEVY		
DISABILITY		
VETERAN		
EXEMPTION FLAG		

DEPARTMENT / CHANGES MADE:

COM. RES. LAND P P.P. MAP JB 4/11/86 SCHOOL
PROPERTY CARD P DATA FILE AUDIT

SUBMITTED BY:
CLERK Linda Smith

CUSTOMER
PHONE

owner

01945 0032

Void

MAR 2 [illegible]

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

AS PER ORIGINAL

TAX RECEIPT

ORIGINAL

APR 14 1986

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

delete dlw w/914-0145-00-001-0060

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE		ACCOUNT NUMBER	RECEIPT NO.
[illegible]	[illegible]	[illegible]	[illegible]	FULL PAYMENT	[illegible]	[illegible]

PROPERTY DESCRIPTION	VALUES & EXEMPTIONS	JURIS.	TAX RATE	TAX AMOUNT
[illegible] TRUCKS AND [illegible] RACT A- [illegible]	LAND 656,360	CNTY DRNG LRFC	[illegible]	[illegible]
[illegible]			TOTAL [illegible]	[illegible]

payable to Cinco/Watson Joint Venture

POSTED BY		
LSD 02/18/86		
90190	TOTAL PAID	2,313.67

CINCO/WATSON JOINT VENTURE
P O BOX 16290

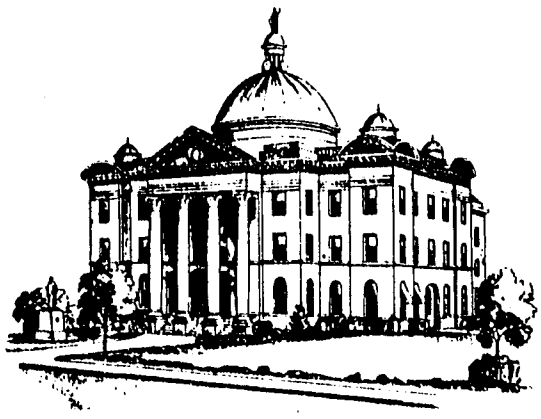
HOUSTON TX77222

PAID BY CINCO/WATSON JOINT VEN00001133 DATE 02/18/86 METHOD PRE-DEPSTD 02/[illegible]/86
RECEIVED 01/[illegible]/86

01946

AS PER ORIGINAL

0032



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: March 26, 1987

TO: Commissioners Court, Fort Bend County

FROM: Joyce Tompkins, County Auditor

RE: Tax Refund Check

To approve a refund for overpayment of taxes, my tax audit department requires proper documentation from the Tax Office of such over payment of taxes. This procedure is followed on a daily basis. With this documentation in hand I have approved the following amount for payment:

ACCOUNT #	PAYEE	AMOUNT
90-0180-8	Cinco/Western Point Ventures	2213.67

JT/mp

12

01947

0032

March 25, 1987

Carl A. Davis
#74 Crestwood Circle
Sugar Land, Texas 77478

AS PER ORIGINAL

County of Fort Bend
County Judge and Commissioners Court
P.O. Box 368
Richmond, Texas 77469
Attn: Jodie E. Stavinoha
County Judge

SUBJECT: Check #6537

Dear Mr. Stavinoha,

This letter is in regards to the voiding of Fort Bend County Tax Collector Check #6537, dated February 3, 1984 in the amount of $16.15. Please reissue this amount to me as stated in your letter of March 16, 1987.

Best Regards,

Carl A. Davis

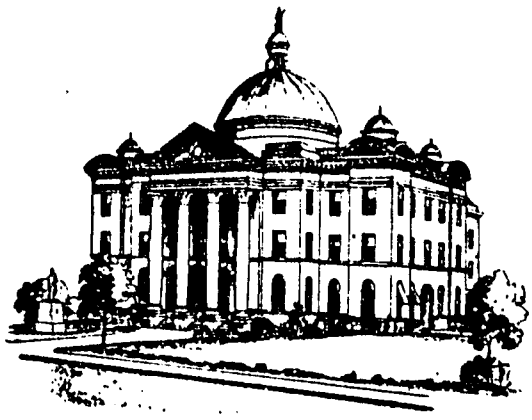
RECEIVED
MAR 30 1987

01948

0032

AS PER ORIGINAL

Office of
JODIE E. STAVINOHA
County Judge



P. O. Box 368
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

March 16, 1987

Mr. Carl Davis
#74 Crestwood Circle
Sugar Land, Texas 77478

Dear Mr. Davis:

Please reference the attached copy of Fort Bend County Tax Collector check #6537 dated February 3, 1984 made payable to you. It is the policy of Fort Bend County to void all checks that have a date of issuance of more than two years prior to the date of voiding.

Fort Bend County will reissue this check in the amount of $16.15 after receiving a letter from you asking for these funds.

Please address a letter to the County Judge and Commissioners Court at P. O. Box 368, Richmond, Texas 77469 asking for this refund, and a check will be issued to you during a regular bill-paying period.

Yours very truly,

Jodie Stavinoha

Jodie E. Stavinoha
County Judge

JES:nl

Enclosure

01949

6537

0032

88-1552
1131

FORT BEND COUNTY TAX COLLECTOR
TAX REFUND ACCOUNT
BY MS. KATHY NORVELL BLACK
BOX 399
RICHMOND, TEXAS 77469

AS PER ORIGINAL

Feb 3 84

One payment of
Ch 83 tax refund
70751

PAY
TO THE ORDER
OF

Carl Davis
#74 Crestwood Cr
Sugarland Tex 77478

FORT BEND COUNTY 16 AUG 15 84

DOLLARS $ 16.15

VOID AFTER 120 DAYS

Patsy A Schultz

⑈006537⑈ ⑆113115523⑆ 90⑈0150⑈6⑈

RepublicBank Richmond
(National Association)
P.O. Box 579 · Richmond Texas 77469

13. CONSIDER REAPPOINTMENT OF COUNTY FIRE MARSHALL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reappoint Gary Tilton as Fort Bend County Fire Marshall for a two (2) year term.

14. CONSIDER APPROVAL OF REQUEST FOR PARTIAL FUNDING FOR THE SUMMER RECREATION PROGRAM IN THE AMOUNT OF $2,800 BY THE CITY OF ROSENBERG:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until April 13, 1987.

15. AUTHORIZE APPRAISAL AND ACQUIRING OF RIGHT-OF-WAY ON FM-762, BIG CREEK BRIDGE, PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize county to acquire right-of-way on FM-762 to allow widening of Big Creek Bridge, Prct. 1.

16. CONSIDER PAYMENT OF THE BALANCE OWING ON NEW PRECINCT 2 MAINTENANCE FACILITY PROPERTY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize final payment of $80,000 to purchase maintenance facility for Precinct 2. (Recorded in minutes in full)

17. CONSIDER ALLOCATING ADDITIONAL LEGAL FEES TO WHARTON COUNTY IN CONNECTION WITH OPPOSITION OF U.R.R. HAZARDOUS WASTE INJECTION WELL PERMIT:

Moved by Commissioner Denham, to allocate an additional $18,618.26 for legal fees to Wharton County in connection with opposition of U.R.R. hazardous waste injection well permit. Funds to come from Contingency Fund.

Motion fail.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to allocate an additional $10,000 for legal fees to Wharton County in connection with opposition of U.R.R. hazardous waste injection well permit. Funds to come from Contingency Fund. (Recorded in minutes in full)

18. CONSIDER APPROVING EMPLOYEE FAITHFUL PERFORMANCE BOND AND COMPREHENSIVE DISHONESTY, DISAPPEARANCE & DESTRUCTION POLICY FROM REESE INSURANCE AGENCY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept proposal from Trinity Insurance Co. for a three year policy on Public Officials Liability and Public Employees Blanket Bond Coverage from April 1, 1987 to April 1 ,1990 at $9,642.00 total premium. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept proposal from Trinity Insurance Co. for a one year policy on comprehensive Dishonesty, Disappearance & Destruction Policy from April 1, 1987 to April 1, 1988 at $4,191.00 annual premium. (Recorded in minutes in full)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RELEASE OF DEFERRED PAYMENT

WHEREAS Fort Bend County purchased a certain 1.721 acre tract of land from James W. Hammack and wife, Ritha Hammack;

WHEREAS, the agreement of the parties provides that the last payment of $80,000.00 shall be made on or before January 15, 1988; and,

WHEREAS, the parties desire to waive the deferred payment and consummate this matter as soon as possible;

IT IS THEREFORE AGREED between Fort Bend County, Texas, purchaser/grantee and James W. Hammack and wife, Ritha Hammack, seller/grantor that the deferred payment in the sum of $80,000.00 may be pre-paid by Fort Bend County at anytime before January 15, 1988.

Executed this 25th day of March, 1987.

James W. Hammack

James W. Hammack

Ritha Hammack

Ritha Hammack

Executed this 26th day of MARCH, 1987.

Joe E. Stavinoha

Fort Bend County, Texas

17 01952
0032

THE COUNTY OF WHARTON

WHARTON, TEXAS 77488

AS PER ORIGINAL

I. J. IRVIN, JR.
COUNTY JUDGE

100 COURTHOUSE BUILDING
409/532-4612

March 18, 1987

Fort Bend County
% Honorable Jodie E. Stavinoha
P.O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

The enclosed bill from out Attorney reflects the charges and associated costs for filing for the rehearing at the Water Commission and the follow-up filing of a petition in the District Court of Travis County for a Judicial Review.

Mr. Hill feels that it will be four to six months before the Court will call a hearing.

Request your Commissioners Court consider reimbursing Wharton County for a portion of the bill.

Yours Truly,

I.J. Irvin, Jr.
County Judge

IJI,JR:fe

RECEIVED
MAR 19 1987
COUNTY JUDGE

Heron, Burchette, Ruckert & Rothwell

1400 MBank Tower
221 West Sixth Street
Austin, TX 78701

(512) 499-0606

Suite 1150
770 L Street
Sacramento, CA 95814
(916) 446-1428

Suite 700
1025 Thomas Jefferson Street, N.W.
Washington, D.C. 20007
(202) 337-7700
TWX 710-822-9270

01953

March 16, 1987

AS PER ORIGINAL

Wharton County
c/o Honorable I.J. Irvin
Wharton County Courthouse
100 Courthouse Bldg.
Wharton, Texas 77488

Dear Judge Irvin:

Enclosed please find a copy of the statement for legal services rendered on behalf of Wharton County Boiling Salt Dome during the month of February, 1987. Total fees are $18,135.00 and total disbursements are $483.26 for a total of $18,618.26. If you have any questions concerning this statement, please advise.

Sincerely,

Jep Hill

Jeptha P. Hill

JPH:drm
0138L

01954

AS PER ORIGINAL

BILL ATTY 16 J P HILL
CLIENT 91250 WHARTON COUNTY
MATTER 0100 BOLING SALT DOME
BILL CYCLE M- 9 FORMAT AA
DATE PREPARED 3/02/87 AS OF 2/28/87
FEE ARRANGEMENT: HOURLY

91250 WHARTON COUNTY
0100 BOLING SALT DOME

AS OF FEB 28,1987

ACCTS RECEIVABLE BALANCE 13,572.79

WHARTON COUNTY
C/O HONORABLE I. J. IRVIN
WHARTON COUNTY COURTHOUSE
100 COURTHOUSE BLDG.
WHARTON, TX 77488

BILLING ACTIONS:

SERVICES: DEFER BILLING.....
BILL THRU .../.../... OR BILL ON ACCT....

ACCOUNTS RECEIVABLE MATTER NUMBER.....

BILL NUMBER ..... BILL DATE ../../..

DATE	SERVICES	ATTORNEY NO.	INIT	LINE NO.	WORK CODES		HOURS WORKED	TIME VALUE
1/05/87	TELEPHONE CALL JUDGE IRVIN RE: STRATEGY	16	JPH	42	TC		.25	37.50
1/05/87	DRAFTED 1ST MOTION FOR REHEARING	16	JPH	43	DT		8.00	1,200.00
1/05/87	CONF. W/ P. PATMAN RE: STRATEGY	16	JPH	63			.50	75.00
1/07/87	DRAFTED PREPARED & FILED 1ST MOTION FOR REHEARING (INCL. REVIEW PATMAN M/ REH)	16	JPH	44	DT		8.00	1,200.00
1/20/87	DRAFTED PLEADINGS MOTION FOR REHEARING	16	JPH	45	DT	PL	4.50	675.00
1/20/87	DRAFTED PLEADINGS MOTION FOR RE-HEARING	16	JPH	64	DT	PL	5.00	750.00
1/21/87	TRAVEL AUSTIN TO WHARTON TO MEET W/ COUNTY JUDGE	16	JPH	46	TV		3.00	450.00
1/21/87	MEETING WITH COUNTY JUDGE & OTHERS RE: CASE	16	JPH	47	MW		3.00	450.00
1/21/87	TRAVEL RETURN TO AUSTIN	16	JPH	48	TV		3.00	450.00
1/22/87	DRAFTED MOTION FOR REHEARING	16	JPH	49	DT		4.50	675.00
1/23/87	REVISE PLEADINGS - MOTION FOR REHEARING	16	JPH	50	RV	PL	6.00	900.00
1/24/87	REVISE PLEADINGS - MOTION FOR REHEARING	16	JPH	51	RV	PL	4.00	600.00
1/25/87	DRAFTED PLEADINGS MOTION FOR REHEARING	16	JPH	65	DT	PL	4.00	600.00
1/26/87	PLEADINGS MOTION FOR REHEARING	16	JPH	52	PL		12.00	1,800.00
1/27/87	REVISE PLEADINGS MOTION FOR REHEARING (INCL. REVIEW OTHER M/ REH'S AND CONF. WITH M. KELLEY, ATTY.)	16	JPH	53	RV	PL	12.00	1,800.00
1/28/87	PREPARED MOTION FOR REHEARING	16	JPH	54	PR		4.00	600.00
1/28/87	MEETING WITH TWC ATTORNEY - HAILEY	16	JPH	55	MW		.75	112.50
1/29/87	TELEPHONE CALL TO PHIL PATMAN RE: DW CO. SHARP	16	JPH	56	TC		.25	37.50
1/29/87	PREPARED FOR MTG. W/ SHARP RE: COUNTY WANTS HEARING	16	JPH	57	PR		.50	75.00
1/29/87	MEETING WITH CO SHARP RE: COUNTY WANTS HEARING	16	JPH	58	MW		1.00	150.00
1/29/87	MEETING WITH REP. HARRIS RE: STRATEGY	16	JPH	59	MW		.25	37.50
1/29/87	REVIEWED TRANSCRIPT - FINAL ARGT.	16	JPH	60	RW		1.00	150.00
1/29/87	TELEPHONE CALL TCT STUART HENRY - COORD. W/ COUNSEL	16	JPH	61	TC		.25	37.50
1/29/87	REVIEWED CCAP'S MOTION FOR REHEARING	74	PMJ	67	RW		.50	45.00
1/29/87	REVIEWED DOCUMENTS - STERLING & HAGEN'S MOTION FOR REHEARING	74	PMJ	68	RD		.25	22.50
1/29/87	PREPARED FOR HILL MEETING AT RAILROAD COMMISSION	74	PMJ	69	PR		.50	45.00
1/30/87	TELEPHONE CALL - RETURN CALL TO R.C. HOWARD	16	JPH	62	TC		.25	37.50
1/30/87	RESEARCH PRESERVATION OF ERROR	74	PMJ	70	RS		.50	45.00
2/02/87	REVIEWED BROCKMAN'S MOTION FOR REHEARING	74	PMJ	71	RW		.25	22.50
2/03/87	TELEPHONE CALL TWC & RRC RE: TEXAS MC PROGRAM DOCUMENTS	16	JPH	66	TC		.50	75.00
2/04/87	DISCUSSION WITH ASST. A.G. M. DELINGER RE: APPEAL	16	JPH	72	DW		.75	112.50
2/06/87	REVIEWED DOCUMENTS REGARDING RAILROAD COMMISSION LETTER RE: VALERO WELLS	74	PMJ	76	RD	RE	.25	22.50

01955 00032

AS PER ORIGINAL

BILL ATTY 16 J P HILL
CLIENT 91250 WHARTON COUNTY
MATTER 0100 BOLING SALT DOME

91250 WHARTON COUNTY
0100 BOLING SALT DOME

AS OF FEB 28,1987

DATE	SERVICES	ATTORNEY NO.	INIT	LINE NO.	WORK CODES	HOURS WORKED	TIME VALUE
2/09/87	REVIEWED URR REPLY TO MOTIONS FOR REHEARING	16	JPH	73	RM	2.00	300.00
2/09/87	DISCUSSION WITH P. JOHNSON RE: PETITION FOR REVIEW	16	JPH	76	DW	.50	75.00
2/09/87	DISCUSSION WITH JEP HILL RE: DRAFTING A PETITION	74	PMJ	77	DW	.25	22.50
2/09/87	DRAFTED PETITION TO DISTRICT COURT	74	PMJ	78	DT	3.00	270.00
2/09/87	REVIEWED URR'S RESPONSE TO MOTIONS FOR REHEARING	74	PMJ	79	RW	.75	67.50
2/09/87	RESEARCH CASES RE: OWNERSHIP OF CAVERNS	74	PMJ	80	RS	1.25	112.50
2/10/87	DISCUSSION WITH P. JOHNSON RE: PETITION FOR JUDICIAL REVIEW	16	JPH	75	DW	.50	75.00
2/10/87	DRAFTED PETITION TO DISTRICT COURT	74	PMJ	81	DT	4.75	427.50
2/11/87	MEETING WITH RAILROAD COMMISSION RE: UIC DELEGATION	16	JPH	85	MW	1.00	150.00
2/11/87	WORK ON COMPLAINT	16	JPH	86		2.00	300.00
2/11/87	DRAFTED PETITION TO DISTRICT COURT	74	PMJ	82	DT	5.00	450.00
2/12/87	DRAFTING PETITION FOR JUDICIAL REVIEW	16	JPH	87		1.00	150.00
2/12/87	DRAFTED PETITION TO DISTRICT COURT	74	PMJ	83	DT	6.25	562.50
2/12/87	DRAFTED PETITION TO DISTRICT COURT	74	PMJ	84	DT	5.00	450.00
2/13/87	PREPARED PETITION FOR JUDICIAL REVIEW	16	JPH	88	PR	1.00	150.00
2/17/87	DRAFTED PETITION FOR DISTRICT COURT	74	PMJ	89	DT	.75	67.50
2/19/87	DRAFTED BRIEF IN SUPPORT OF PETITION	74	PMJ	90	DT	.50	45.00
2/20/87	PREPARED APPEAL TO DIST. COURT	74	PMJ	91	PR	.50	45.00
2/23/87	PROFESSIONAL DEVELOPMENT-EDUCATION BRIEF TO DIST. COURT	74	PMJ	92	PT BR	2.25	202.50
2/24/87	PROFESSIONAL DEVELOPMENT-EDUCATION BRIEF TO DISTRICT COURT	74	PMJ	93	PT BR	5.25	472.50
2/25/87	PROFESSIONAL DEVELOPMENT-EDUCATION BRIEF DISTRIC COURT	74	PMJ	94	PT BR	5.00	450.00
		MATTER TOTAL				133.00	18,135.00
		BILLED ON ACCOUNT					
		NET UNBILLED					18,135.00
	TOTAL SERVICES.....$ 18,135.00	AMOUNT BILLED-FEES					.....

DATE	DISBURSEMENTS	VALUE	LINE NO.	DISB CODE	NO. ITEMS	CHECK NO.	DISB VALUE
2/25/87	XEROX - FIRM	64.00		2	1		64.00
2/20/87	POSTAGE	11.28		3	1		11.28
1/26/87	MEALS CHEZ - NOUS - DINNER WITH SECRETARY - PMJ	44.87	7	59		20332	44.87
2/01/87	TELEPHONE	18.11	12	60		20484	18.11
1/31/87	MESSENGER SERVICE PUROLATOR COURIER - 1/26/87 - BILLING MEMOS	13.75	8	65		20336	13.75
2/15/87	SECRETARIAL OVERTIME PAM GLASS	331.25	10	76		0	331.25

01956

0032

AS PER ORIGINAL

BILL ATTY 16 J P HILL
CLIENT 91250 WHARTON COUNTY
MATTER 0100 BOLING SALT DOME

91250 WHARTON COUNTY
0100 BOLING SALT DOME

AS OF FEB 28,1987

TOTAL DISBURSEMENTS.....$	483.26	TOTAL DISBURSEMENTS	483.26
		BILLED ON ACCOUNT	
TOTAL SERVICES AND DISBURSEMENTS.....$	18,618.26	NET UNBILLED	483.26
		ESCROW AMOUNT	
		DISBURSEMENTS: DEFER BILLING.....	
PREVIOUS BALANCE DUE.....$	13,572.79		
TOTAL DUE THIS STATEMENT.....$	32,191.05	BILL THRU .../.../... OR BILL ON ACCT....	
		AMOUNT BILLED-DISBURSEMENTS	
		DISBURSEMENT WRITE-OFF	
		APPLY ESCROW FEE..... DISBURSE.....	

ATTORNEY	HOURS	VALUE	LAST TIME
16 HILL	95.25	14,287.50	2/13/87
74 JOHNSON	42.75	3,847.50	2/23/87
ATTY TOTALS	138.00	18,135.00	

18/1

REESE INSURANCE AGENCY, INC. 01957

(713) 342-8127

PERSONAL . COMMERCIAL . LIFE . HEALTH

834 Third Street
P.O. Box 1836
Rosenberg, Texas 77471

0032

AS PER ORIGINAL

March 17, 1987

Fort Bend County

RE: Proposal for Public Officials Liability and
Public Employees Blanket Bond Coverages

To Whom It May Concern:

In regards to the Public Employees Blanket Bond, Trinity Insurance Company has given us the price as outlined below:

For bond limits of $100,000 the 3 yr. price is $9,642.00
For bond limits of $ 50,000 the 3 yr. price is $7,082.00
Both of the above would have a $5,000 deductible.

Trinity is also quoting on the Dishonesty, Disappearance and Destruction Policy, but as of today I do not have a price. I will contact you as soon as I do.

We have approached several markets for the Public Officials Liability and cannot find anyone willing to quote on it. The reason being the pending claims. The most recent company I had to decline was Lloyds of London. We are sorry we could not help you on this one.

Sincerely,

Mary Ann

Mary Ann Grayless, CIC

01958 18/2

REESE INSURANCE AGENCY, INC.

(713) 342-8127

PERSONAL . COMMERCIAL . LIFE . HEALTH

0032

834 Third Street
P.O. Box 1836
Rosenberg, Texas 77471

March 25, 1987

AS PER ORIGINAL

Port Bend County
Richmond, Texas

RE: Proposal for Comprehensive Dishonesty, Disappearance and Destruction Policy - Form A

To Whom It May Concern:

We have received a premium quotation from Trinity Insurance Company concerning the above policy:

The location and amounts to be covered are as shown in your proposal specifications.
The premium for Agreement II, Loss inside the premises coverage for a 12 month period is $3,847.00.

The premium for Agreement III, Loss outside the premises coverage for a 12 month period is $ 344.00.

Total premium for the policy for 1 year is $4,191.00

The company could not quote a three year policy. Trinity is an admitted Texas Company and is rated by A. M. Best Company as A+.

Please advise if you have any further questions.

Sincerely,

Mary Ann Grayless

Mary Ann Grayless, CIC

19. CONSIDER APPLICATION FROM HOUSTON LIGHTING & POWER CO. TO INSTALL POLE LINES ON HOLMES RD., BRANDT RD. & MCCRARY RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Houston Lighting & Power Co. to install pole lines on Holmes Rd., Brandt Rd. & McCrary Rd. in Precinct 3. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG AND ACROSS STRATMORE RD. AND BEADLE RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable along and across Stratmore Rd. and Beadle Rd. in Precinct 3. (Recorded in minutes in full)

21. MR. ORIN COVELL, MR. JACK MOORE & MR. FRANKLIN SCHODEK, RE: PRESENTATION OF FORT BEND COUNTY FLAG BY THE MUSEUM ASSOCIATION:

Orin Covell, Jack Moore & Franklin Schodek presented a Fort Bend County flag donated by the Fort Bend County Museum Association.

22. APPROVE NATIONAL FLOOD INSURANCE REGULATIONS AND FORMS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve National Flood Insurance regulations and forms as presented by Stanley Kucherka, County Engineer. (Recorded in minutes in full)

23. CONSIDER ACCEPTING PROPOSAL FOR DRAWING PLANS FOR DITCH "H"-90A BRIDGE CROSSING:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept proposal from Lichliter/ Jameson & Assoc. for drawing plans for Ditch "H"-90A bridge crossing, for a total amount of $34,000. Funds to come from Precinct #4 bridge fund. (Recorded in minutes in full)

24. CONSIDER APPLICATION FROM S.G. & R. CONSTRUCTION CO. TO INSTALL A 16" WATER LINE ALONG AND ACROSS MASON RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from S.G.& R. Construction Co.to install a 16" water line along and across Mason Rd. in Precinct 3. (Recorded in minutes in full)

25. CONSIDER ACCEPTING THE FOLLOWING BIDS: (1) VEHICULAR FUELS FOR FORT BEND COUNTY (#87-17); (2) ONE OR MORE NEW CRAWLER TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN (#87-27); (3) ONE OR MORE NEW RUBBER TIRED TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN (#87-28):

Vehicular fuels for Fort Bend County:

David Todd representing Texas Gulf Gas Corp. and Bill Adkins representing Major Brand Oil request all bids be rejected and specs be re-worded to allow a bulk dispensing facility outside of Fort Bend County and proof of insurance for vehicular fuel for the county.

Mr. Kutowsky representing SL Bulk Oil stated that a bulk dispensing facility should be located in Fort Bend County.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put

01960
19
0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th. day of April, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting & Power Company dated March 25, 1987, permit no. 80806 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 17th. 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 Lutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kirk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed 4/7/87

Appl. # 80806 **01961**

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, Texas. **0032**

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

March 26, 1987
Date

x (1) Complete Application Form

- x a. Name of road, street and/or highway affected
- x b. Map or plat showing course or direction
- x c. Plans and specifications

x (2) Bond

- x Perpetual bond currently posted

-or-

- _____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01962

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. 80806

0032

Formal notice is hereby given that Houston Lighting & Power Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased

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
Holmes Road	5,000'± N. from FM ~~1093~~ 359	Brandt Lane	5,000'±
Brandt Road	3,800'± E. from Holmes Rd	McCrary Road	3,800'±
McCrary Road	1,800'± N. from Brandt Ln	---	1,800'±

General Description

3 phase 35KV line on 50'-55' poles located in existing pole lines or in Std. positions in road R.O.W.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: Ken Vacek (signature)

NAME: Ken Vacek (print)

TITLE: Engr. Tech. LOCATION: Fort Bend S/C

BUS. PHONE: 342-7966 DATE: 3/25/87

24 HOUR PHONE: (713) 228-7800

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th. day of April, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated March 25, 1987, permit no. 80807 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 17th. 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 Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

mailed 4/7/87

Appl. # 80807 **01964**

0032

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, Texas.

AS PER ORIGINAL

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

March 30, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

01965

AS PER ORIGINAL

0032

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. -
Notification No. 80807

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
Sratmore Road	at Beadle Lane	50'	XXX		
Hartledge	at Bar Road	50'	XXX		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS AND/OR DITCHES WITHIN RIGHT-OF-WAY

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Beadle Rd.			3625'
Hartledge Rd.			7960'

GENERAL DESCRIPTION

Buried Cable will extend North to South on Hartledge Road and East to West on Beadle Lane for a total distance of 12,462 Feet, while Crossing through two (2) 50' bores on Sratmore Road and Hartledge.

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. Nance
(Signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: March 25, 1987
Log No.: RR*4

Fort Bend County Engineering Department
Development Permit Procedures as required by the National Flood Insurance Program regulations

Notice: The following requirements and procedures are not intended to repeal, abrogate, impair or replace the Subdivision Platting Policy or any other development regulation or requirement that Fort Bend County has in effect.

For any person or persons to build, alter or change a structure or land, it is required that a Permit Application be completed. The fee for such Permit Application shall be $15.00. If the location of a proposed structure or the land to be changed is outside the designated special Flood Hazard Areas, an Exemption Certificate will be issued. The Exemption Certificate shall contain the statement:

> "Regardless of flood zone designations and elevations requirements, Fort Bend County requires that the lowest floor level shall be a minimum of 18" above natural ground."

If the location of proposed structure, or the land to be changed, is within a designated special Flood Hazard Area a development permit shall be required prior to beginning the project. The fee for the development permit shall be an additional $30.00. The permit shall be deemed VOID if construction is not begun within one year. The development permit shall contain the required elevation, as measured in feet above mean sea level, of the lowest floor and shall be posted at the project site.

The Permittee must submit a certification from a Registered Professional Engineer, or Registered Public Surveyor that the finished floor level has been constructed at the specified elevation. In addition a plot plan on 8-1/2" x 14" plain paper shall be provided indicating all improvements and the locations measured from the boundary lines of the property.

If the proposed project is within a floodway the permit shall be denied UNLESS certification by a Registered Professional Engineer, Registered Public Surveyor or Architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. The Registered Professional Engineer, Registered Public Surveyor or Architect must comply with rules and regulations required by the Federal Emergency Management Agency concerning the development in the floodway.

If a structure or change in land use is begun without first making application, the County Flood Plain Administrator will so report to Commissioners' Court and the following will be pursued:

(1) If any person engages in any construction for which a Development Permit is required without first securing a Development Permit, as herein provided, or otherwise engages in any activity prohibited by these regulations, the Commissioners' Court will direct the District Attorney, or other attorney hired by the Commissioners' Court, to file suit to enjoin the violation of these regulations.

(2) If any person secures approval of a subdivision from Commissioners' Court and then proceeds to develop the subdivision in violation of the conditions of his subdivision approval, as provided in these regulations, Commissioners' Court will direct the District Attorney, or other attorney hired by the Commissioners' Court, to file suite to enjoin the violation, or will cite the person in violation for contempt of Commissioners' Court, as hereinafter provided, or will do both.

(3) If any person secures a Development Permit under these regulations and then violates the terms of his building permit in disregard of his Certificate to Commissioners' Court, Commissioners' Court will direct the District Attorney, or other attorney hired by the Commissioners' Court, to file suit to enjoin the violation, or will cite the permittee for contempt of Commissioners' Court, as hereinafter provided, or will do both.

CONTEMPT OF COMMISSIONERS' COURT

Article 2351, Section 13, of Vernon's Annotated Texas Civil Statutes, provides that Commissioners' Court may punish contempts by fine not to exceed Two Hundred Fifty and No/100 ($250.00) Dollars, or by imprisonment, not to exceed twenty-four (24) hours, and in case of fines, the party may be held in custody until fine is paid. Any person securing approval of Commissioners' Court to file a subdivision plat in Fort Bend County, covered by these regulations, does so on the representation to Commissioners' Court that he will develop the subdivision in conformity with requirements of these and other county regulations. Violations of such representations to Commissioners' Court constitutes contempt of Commissioners' Court. Any person securing a Development Permit under these regulations must file a certificate, certifying to Commissioners' Court that the terms, provisions, and conditions of the Development Permit will be complied with. Violation of this Certificate constitutes contempt of Commissioners' Court. Additionally, Commissioners' Court has power to enforce its orders by civil contempt.

PRIVATE CITIZEN (COMPLAINT)

Any person having knowledge of a violation of any subdivision requirement or of any Development Permit requirement under these regulations may file a complaint with Commissioners' Court in the manner prescribed by general law.

PRIVATE CITIZEN (LEGAL ASSISTANCE)

If such complaint is filed by a private citizen, he may secure the services of his own attorney to assist in prosecution of the complaint, and the District Attorney will assist in prosecution of the Complaint on behalf of the County.

COUNTY FLOOD PLAIN ADMINISTRATOR (COMPLAINT)

If the Complaint is filed by the County Flood Plain Administrator or another County Official, the District Attorney, or attorney hired by the Commissioners' Court, will prosecute the Complaint.

ENFORCEMENT (COMMISSIONERS' COURT)

If the Commissioners' Court finds the defendant to be guilty of contempt, it will enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and will enter such other and further orders enforceable by civil and criminal contempt, and consistent with its authority under general law, as Commissioners' Court deems necessary to enforce and protect its jurisdiction over the matter, and to uphold the integrity of these regulations.

PROCEDURE FOR CONTEMPT PROCEEDINGS

Procedure for contempt proceedings before Commissioners' Court will be consistent with procedures in actions before other courts in this State for enforcement of Court Orders, and for the protection of the jurisdiction of Courts by process of contempt.

FORMS PROMULGATED

In this Section, forms are promulgated for use in the administration of these regulations. The County Flood Plain Administrator may add to these forms or may promulgate additional forms as may be needed to administer these regulations.

BUILDING PERMIT SUSPENSION NOTICE

When the County Flood Plain Administrator or his inspector determines that a Development Permit must be suspended, as provided in these regulations, he will post a Suspension Notice over the Notice of Permit.

CITATION NOTICE

When the County Flood Plain Administration Office learns of a structure being built without a permit in compliance with the above regulations, he or one of the inspectors should post a "Citation Notice" at the location which will serve notice to stop any and all work.

WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this order is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This order does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Thus, it is required that a minimum of eighteen (18) inches above high point of natural ground be maintained for any and all living quarters. This order shall not create liability on the part of Fort Bend County or any officer or employee thereof for any flood damages that result from reliance on this order or any administrative decision lawfully made thereunder.

FORT BEND COUNTY

NOTICE

ISSUANCE OF VARIANCE TO FLOOD PLAIN MANAGEMENT REGULATIONS

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER _____:

PERMIT NUMBER _____:

NAME OF PERMITTEE_____

THE ABOVE NAMED PERMITTEE MADE AN APPEAL OF THE COUNTY ADMINISTRATOR'S CONDITIONS FOR PERMIT APPROVAL AND REQUESTED A VARIANCE FROM THE CONSTRUCTION STANDARDS REQUIRED BY FORT BEND COUNTY FLOOD PLAIN MANAGEMENT REGULATIONS FOR PROPOSED DEVELOPMENTS WITHIN AN IDENTIFIED FLOOD HAZARD AREA.

AFTER CAREFUL CONSIDERATION OF THE REASONS FOR REQUEST OF VARIANCE, THE COMMISSIONERS' COURT OF FORT BEND COUNTY HAS DETERMINED THAT IT IS WITHIN THE SCOPE OF VARIANCE PROCEDURES AS OUTLINED IN FORT BEND COUNTY FLOOD PLAIN MANAGEMENT REGULATIONS TO GRANT THIS REQUEST FOR VARIANCE FROM FLOOD PLAIN CONSTRUCTION STANDARDS.

THE BASE FLOOD ELEVATION AT THE LOCATION OF YOUR PROPOSED DEVELOPMENT HAS BEEN DETERMINED AT _____ FEET MEAN SEA LEVEL.

YOU ARE HEREBY AUTHORIZED TO CONSTRUCT YOUR LOWEST FLOOR (INCLUDING BASEMENT) AT ELEVATION _____ FEET MEAN SEA LEVEL.

ADDITIONAL VARIANCES FROM DEVELOPMENT STANDARDS:

_____

_____

NOTICE: ALL DEVELOPMENT MUST BE IN STRICT CONFORMANCE WITH THE VARIANCES STATED HERE AND OTHER CONDITIONS STATED ON THE DEVELOPMENT PERMIT. ANY VARIATION WILL RESULT IN IMMEDIATE SUSPENSION OF THIS VARIANCE AND THE DEVELOPMENT PERMIT. FLAGRANT VIOLATION OF THE CONDITIONS OF THIS VARIANCE WILL RESULT IN THE COMMISSIONERS' COURT SEEKING INJUNCTIVE RELIEF OR CIVIL PENALTIES.

WARNING: THE GRANTING OF A VARIANCE IS FOR CONSTRUCTION STANDARDS ONLY. IT IS NOT A VARIANCE FROM THE REQUIREMENT TO PURCHASE FLOOD INSURANCE. PREMIUMS FOR FLOOD INSURANCE COVERAGE ON THE STRUCTURE WILL INCREASE AS A RESULT OF CONSTRUCTING THE FIRST FLOOR BELOW THE LEVEL OF THE BASE FLOOD. LOWERING THE FIRST FLOOD BELOW THE BASE FLOOD LEVEL HAS ALSO INCREASED THE RISK OF FLOOD DAMAGE AND POSSIBLE LOSS OF LIFE.

DISCLAIMER OF LIABILITY: THE COMMISSIONERS' COURT OF FORT BEND COUNTY AND ANY OFFICER OR EMPLOYEE OF FORT BEND COUNTY ARE NOT LIABLE FOR DAMAGES OR LOSS OF LIFE RESULTING FROM FLOODING OF THE PROPERTY FOR WHICH A VARIANCE WAS GRANTED.

I, _____ do hereby acknowledge that I have read the variance provisions stated above and that I understand them and intend to comply fully with them. I also acknowledge that my flood insurance costs will increase and flood damage potential to my structure will increase. I am fully aware that Fort Bend County is not liable for damages to my property or structure and that I accept full responsibility for the risks associated with this variance. I also certify that in the event I sell my property or structure in the future, I will give notice of this variance to the purchaser.

_____
(Signature of Permittee)

_____
(Date)

FORT BEND COUNTY

BUILDING PERMIT SUSPENSION

NOTICE

THIS WILL NOTIFY ALL PERSONS INTERESTED IN THE JOB AUTHORIZED UNDER FORT BEND COUNTY BUILDING PERMIT NUMBER _____ THAT THE BUILDING PERMIT IS SUSPENDED.

REASON FOR SUSPENSION IS:

_____

_____

_____

SUSPENSION MAY BE ABATED BY TAKING THE FOLLOWING CORRECTIVE ACTION:

_____

_____

_____

FORT BEND COUNTY

01971

DEVELOPMENT PERMIT APPLICATION FORM

0032

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER _____:

1. NAME OF APPLICANT:_____

   MAILING ADDRESS:_____

   _____

   NAME OF OWNER (IF DIFFERENT):_____

   ADDRESS OF OWNER:_____

2. LOCATION OF PROPERTY (complete as appropriate)
   If located in a subdivision:

   _____
   (Name of Subdivision) (Section No.) (Block No.) (Lot No.)

   OR If NOT located in a subdivision:

   _____
   (Name & No. of Survey/Abstract) (Acreage)

   _____
   (Location Description - attach a vicinity map)

3. NATURE OF PROPOSED CONSTRUCTION (Check and complete as appropriate)

   ( ) Residential ( ) Non-Residential ( ) Other
   ( ) Alteration of Natural Waterway or Drainage Course
   ( ) Placement of Fill

4. DESCRIPTION OF PROPOSED CONSTRUCTION (Check and complete as appropriate)

   ( ) New Construction ( ) Substantial Improvement to Existing Structure
   ( ) House ( ) Mobile Home ( ) Non-Residential_____
   (Specify)
   ( ) Commercial_____
   (Name and Type of Business)
   Other_____

5. APPLICANT WILL PROVIDE ONE COPY OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION.

****

FOR USE BY COUNTY ADMINISTRATOR

IS THE PROPERTY LOCATED IN AN AREA OF SPECIAL FLOOD HAZARD?
( ) YES ( ) NO
IS ADDITIONAL INFORMATION REQUIRED? ( ) YES ( ) NO
ARE OTHER FEDERAL, STATE OR LOCAL PERMITS REQUIRED? ( ) YES ( ) NO
ARE OTHER COUNTY REGULATIONS APPLICABLE? ( ) YES ( ) NO

( ) EXEMPTION CERTIFICATE ISSUED
( ) PERMIT APPLICATION APPROVED DATE_____
( ) PERMIT APPLICATION REJECTED

_____
(SIGNATURE OF COUNTY ADMINISTRATOR)

CENSUS TRACT _____

FORT BEND COUNTY

NOTICE TO DEVELOPMENT PERMIT APPLICANT

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER _____:

NAME OF APPLICANT_____

THE ABOVE NAMED APPLICANT APPLIED FOR A DEVELOPMENT PERMIT ON _____ _____. THE APPLICATION HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND IT IS HIS DETERMINATION THAT THE PROPOSED DEVELOPMENT IS LOCATED WITHIN AN IDENTIFIED FLOOD PLAIN OF FORT BEND COUNTY.

THE COUNTY ADMINISTRATOR HAS REVIEWED PLANS AND SPECIFICATIONS OF THE PROPOSED DEVELOPMENT FOR CONFORMANCE WITH THE DEVELOPMENT STANDARDS REQUIRED BY FORT BEND COUNTY FLOOD PLAIN MANAGEMENT REGULATIONS.

BASED ON THIS REVIEW, THE COUNTY ADMINISTRATOR DEEMS IT APPROPRIATE TO:

( ) APPROVE THE APPLICATION FOR DEVELOPMENT

( ) REJECT THE APPLICATION FOR DEVELOPMENT

CONDITIONS FOR APPROVAL/REASONS FOR REJECTION ARE AS FOLLOWS:

_____
_____
_____
_____

WARNING:

The flood hazard boundary maps and other flood data used by the County Administrator in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposed and are based on the best available scientific and engineering data provided by FEMA. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Construction standards required by Fort Bend County Flood Plain Management Regulations are the minimum standards deemed necessary to minimize or eliminate flood damage, but reliance on these minimum standards shall not create liability on the part of Fort Bend County, the County Administrator or any other officer or employee of Fort Bend County in the event flooding or flood damage occurs.

I, the undesigned applicant, do hereby:

1. ( ) acknowledge the warning and disclaimer of liability of the County;
2. ( ) agree with the conditions of permit approval;
3. ( ) agree to construct my development in strict compliance with the specified conditions once a permit has been issued;
4. ( ) agree to provide certifications or work as may be required;

OR

5. ( ) disagree with the reasons for rejection of my application and desire to make a formal appeal to the Fort Bend County Commissioners' Court;
6. ( ) disagree with the conditions for approval of a development permit and desire to make a formal appeal to the Fort Bend County Commissioners' Court.

_____	_____
(Signature of Applicant)	(County Administrator)
_____	_____
(Date)	(Date)

Copy to Commissioners' Court

FORT BEND COUNTY

01973

DEVELOPMENT PERMIT

0032

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER _____:

PERMIT NUMBER _____:

NAME OF PERMITTEE_____

THE ABOVE NAMED PERMITTEE APPLIED FOR A DEVELOPMENT PERMIT ON _____ _____. THE APPLICATION HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND IT IS HIS DETERMINATION THAT THE PROPOSED DEVELOPMENT IS LOCATED WITHIN AN AREA OF SPECIAL FLOOD HAZARD.

THE COUNTY ADMINISTRATOR HAS REVIEWED PLANS AND SPECIFICATIONS OF THE PROPOSED DEVELOPMENT FOR CONFORMANCE WITH THE DEVELOPMENT STANDARDS REQUIRED BY FORT BEND COUNTY FLOODPLAIN MANAGEMENT REGULATIONS. YOU ARE HEREBY AUTHORIZED TO PROCEED WITH THE FOLLOWING DESCRIBED WORK:

_____

ON THE FOLLOWING DESCRIBED PROPERTY:

_____

_____

TO MAINTAIN COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF FORT BEND COUNTY FLOODPLAIN MANAGEMENT REGULATIONS AND TO ELIMINATE OR MINIMIZE FLOOD DAMAGE POTENTIAL TO THE PROPOSED DEVELOPMENT, YOU ARE HEREBY DIRECTED TO CONSTRUCT YOUR PROPOSED DEVELOPMENT IN ACCORDANCE WITH THE FOLLOWING SPECIAL PROVISIONS CHECKED BELOW:

_____ (1) For residential structures, the lowest floor (including basement) must be elevated to _____ feet mean sea level.

_____ (2) For non-residential structures, the lowest flood (including basement) must be elevated or floodproofed to _____ feet mean sea level.

_____ (3) Permittee must submit a certification from a registered professional engineer, architect, or land surveyor that the finished flood level of the residential structure has been constructed at the specified elevation.

_____ (4) For non-residential floodproofing, a registered professional engineer or architect must certify that the floodproofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood.

_____ (5) The foundation of the structure must as a minimum comply with the specifications attached.

_____ (6) The materials used in the structure must be from the list attached.

_____ (7) The water supply inlet and sanitary sewage outlet must have an automatic back water or back flow device installed.

_____ (8) Provide an 8-1/2" x 14" certified copy of the plot plan or as-built drawings to the County Administrator.

_____ (9) Other provisions (see attached list).

_____ _____

(Acknowledgement of conditions by permittee) (Date)

_____ _____

(Signature of County Administrator) (Date)

NOTE: A COPY OF THIS PERMIT SHALL BE POSTED AT THE PROJECT SITE IN A LOCATION WHERE IT WILL BE PROTECTED FROM WEATHER AND SECURE FROM VANDALISM, AND WILL REMAIN POSTED UNTIL THE WORK IS COMPLETED. FAILURE TO POST THIS CERTIFICATE CONSTITUTES CONTEMPT OF COMMISSIONERS' COURT.

FORT BEND COUNTY

01974

NOTICE TO PURCHASER
PROPERTY IN FLOOD HAZARD AREA

0032

STATE OF TEXAS :

COUNTY OF FORT BEND :

THE PROPERTY DESCRIBED BELOW HAS BEEN FOUND TO BE SUBJECT TO FLOODING OR LOCATED, ALL OR IN PART, IN A FLOOD HAZARD AREA AS DETERMINED ON OFFICIAL MAPS LOCATED IN THE OFFICE OF COUNTY ADMINISTRATOR, COUNTY ENGINEERING DEPARTMENT, FORT BEND COUNTY, TEXAS. THE DEVELOPER OF THE PROPERTY HAS MADE APPLICATION AND HAS BEEN ISSUED A PERMIT FOR THE SUBDIVISION IN WHICH THIS PROPERTY IS LOCATED. AS ONE CONDITION OF THE PERMIT, THE DEVELOPER HAS SIGNED A STATEMENT CERTIFYING HE WILL PROVIDE THIS WRITTEN NOTICE TO ALL PERSONS PURCHASING PROPERTY LOCATED IN THIS SUBDIVISION WHICH IS LOCATED IN A FLOOD HAZARD AREA.

CONSTRUCTION OF A RESIDENCE, OR OTHER DEVELOPMENT, ON THIS PROPERTY WILL BE DEPENDENT ON QUALIFICATION FOR AND RECEIPT OF A DEVELOPMENT PERMIT TO BE ISSUED BY THE COUNTY ADMINISTRATOR IN ACCORDANCE WITH THE PROVISIONS OF FORT BEND COUNTY FLOOD PLAIN MANAGEMENT REGULATIONS.

CONDITIONS OF THE SUBDIVISION PERMIT WHICH APPLY TO THIS PROPERTY ARE:

_____
_____
_____
_____

THE LOCATION OF THE PROPERTY IS AS FOLLOWS:

Subdivision Name:_____
Lot No. _____ Block No. _____ Section No. _____
Street Address:_____

_____ _____
(Date) (Signature of Seller)

The undersigned Purchaser hereby acknowledges receipt of the foregoing notice prior to closing of the purchase of the property described above, and acknowledges he has read and understands the condition of the permit as stated above:

_____ _____
(Date) (Signature of Purchaser)

_____
(Signature of Purchaser)

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) _____ subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, 19_____.

_____
(Notary Public)

FORT BEND COUNTY

01975

DEVELOPMENT PERMIT EXEMPTION CERTIFICATE

0032

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER _____:

NAME OF APPLICANT_____

THE ABOVE NAMED APPLICANT APPLIED FOR A DEVELOPMENT PERMIT ON _____ _____. THE APPLICATION HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND IT IS HIS DETERMINATION THAT THE PROPOSED DEVELOPMENT IS NOT WITHIN AN AREA OF SPECIAL FLOOD HAZARD.

THIS CERTIFICATE EXEMPTS THE APPLICANT FROM DEVELOPMENT STANDARDS REQUIRED BY FORT BEND COUNTY FLOODPLAIN MANAGEMENT REGULATIONS. WORK IS HEREBY AUTHORIZED TO PROCEED ON THE FOLLOWING DESCRIBED PROPERTY:

_____

_____

THE COUNTY ADMINISTRATOR HAS REVIEWED THE PLANS AND SPECIFICATIONS OF THE PROPOSED DEVELOPMENT AND DESIRES TO MAKE THE FOLLOWING RECOMMENDATIONS FOR DEVELOPMENT OR DESIGN ALTERATIONS:

_____

_____

_____

WARNING:

The flood hazard boundary maps and other flood data used by the County Administrator in evaluating flood hazards to proposed developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data provided by the Federal Emergency Management Agency. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This exemption certificate does not imply that developments outside the identified areas of special flood hazard will be free from flooding or flood damage. Regardless of flood zone designations and elevation requirements, Fort Bend County requires that the lowest flood level shall be a minimum of 18" above natural ground. Issuance of this exemption certificate shall not create liability on the part of Fort Bend County, the County Administrator or any officer or employee of Fort Bend County in the event flooding or flood damage does occur.

_____
(Acknowledgement of Warning by Applicant)

_____
(Signature of County Administrator)

_____
(Date of Issuance)

NOTE: A COPY OF THIS PERMIT SHALL BE POSTED AT THE PROJECT SITE IN A LOCATION WHERE IT WILL BE PROTECTED FROM WEATHER AND SECURE FROM VANDALISM, AND WILL REMAIN POSTED UNTIL THE WORK IS COMPLETED. FAILURE TO POST THIS CERTIFICATE CONSTITUTES CONTEMPT OF COMMISSIONERS' COURT.

NOTICE OF VIOLATION

In accordance with Regulations adopted on by the Commissioners' Court under the National Flood Insurance Program, you are hereby notified to obtain a building permit from the Fort Bend County Engineer prior to starting or continuing construction. You will be allowed ten (10) days to secure and post permit before this Department forwards this notice with a recommendation for legal enforcement of the "Regulations of Fort Bend County, Texas for Flood Plain Management". CONSTRUCTION MUST CEASE UNTIL PERMIT IS POSTED ON THE JOBSITE. Permit applications should be made or mailed to:

FORT BEND COUNTY ENGINEERING DEPARTMENT
3403 Avenue F, P. O. Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Subdivision_____ Section_____ Block_____ Lot_____

Street Number and Name_____

Survey Name_____ Abstract_____ CT_____ KMP_____

Property Owner Name_____ Source_____

Property Owner Address_____ Source_____

STATE OF CONSTRUCTION

___ Forms only
___ Concrete Poured
___ Framed
___ Complete
___ Structure on site
___ Mobile home on site
___ Fill material on site
___ Structure occupied
___ Structure Code_____
___ Previous permit on site_____

SEWAGE SYSTEM STAGE OF CONSTRUCTION

___ Under Construction, Incomplete
___ Installed and In Operation
___ No Sewage License Required
___ Open Discharge
___ License No._____ Installed and In Use
___ Existing Sewage System
___ Public Sewage System
___ Multiple Structures on One System

CERTIFICATE OF SERVICE

On _____, 198___, I personally served _____ _____ the owner and/or person in possession of the property located at _____ _____ with the foregoing notice of violation of the REGULATIONS OF FORT BEND COUNTY, TEXAS FOR FLOOD PLAIN MANAGEMENT by:

___ Posting the original copy on _____
___ Hand delivering a copy to _____
___ Application and instruction sheet left on site
___ Notice of violation for Private Sewage Facility was also issued
___ Other _____

_____
By: County Inspector for Stanley L. Kucherka, Jr., County Engineer

23
01977

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

0032

April 3, 1987

Mr. Stanley Kucherka, P.E.
County Engineer
Fort Bend County Courthouse
Richmond, Texas 77469

AS PER ORIGINAL

Re: Proposal for Bridges Over Ditch "H" @ US 90A

Dear Mr. Kucherka:

Responding to our telephone conversation on April 2, we understand that you do not intend to build the bridges on US 90A to span the ultimate section of Channel "H"; rather you plan to construct two bridges with four 35-foot spans for an overall length of 140 feet each. The width of each bridge will be 44 feet. The total deck area would be 12,320 square feet.

We also understand that it will be our responsibility to provide a traffic control plan to accommodate existing traffic during the construction period.

We are pleased to confirm our proposal dated March 26, 1987 for the subject project with a revision of our lump sum fee to $34,000.

We would also assist you in selecting a reputable geotechnical firm to conduct the soils investigation and foundation recommendation. We anticipate that two soil borings at each abutment (total four borings) for a depth of 70 feet will be required. The estimated cost for this work is $5,000. Verbal recommendations can be obtained within a week from the work authorization with a final report delivered within two weeks.

Please do not hesitate to contact us if you have any questions.

Very truly yours,

John C. Lichliter
Chairman

JCL/pah

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

AS PER ORIGINAL

24

01978

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th. day of April, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of S.G. & R. Construction, Inc. dated April 2, 1987, permit no. 80808 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 17th. 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 Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley I. Kirk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

picked-up 4/7/87

Appl. # 80808 01979

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

April 2, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $20,000.00

BOND

THE HARTFORD

BOND NO. 01980

0032

Know All Men By These Presents,

AS PER ORIGINAL

That we, S.G.& R. Construction, Inc.
of Huntsville, Texas as Principal,

and Hartford Casualty Insurance Company, a corporation organized under the laws of the State of New Jersey, having its principal office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto Fort Bend County - County Judge

in the sum of Twenty Thousand Dollars and No Cents Dollars ($ 20,000.00) lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has been granted a

License and Permit Bond to perform work in
Fort Bend County

Now, Therefore, the Condition of this Obligation is Such, that if the above Principal shall indemnify and save harmless the County of Fort Bend

against loss to which the County of Fort Bend may be subject by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

The term of this bond is for a period beginning on the 1st day of April, 19 87 and ending on the 1st day of April, 19 87

Signed, sealed and dated this 1st day of April 19 87

S.G. & R. Construction, Inc. (Seal)

(Seal)

Surety

Hartford Casualty Insurance Company

By: (Seal)

Attorney-in-Fact

Robert M. Overbey, Jr.

Form S-3514-0 Printed in U S A

Return to bond file

01981

612541

HARTFORD CASUALTY INSURANCE COMPANY

Executive Office: Hartford, Connecticut

0032

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of New Jersey, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

RONALD E. ELSEY, ROBERT M. OVERBEY, JR., OLLIE STEVENS
and BRUCE C. DEHART of HUMBLE, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

AS PER ORIGINAL

and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of September, 1976.

RESOLVED, that, the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, shall each have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact;

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President and Thomas F. Delaney, Assistant Vice-President, may each, as long as he holds such office, affix his signature by facsimile pursuant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

In Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of April, 1983.

Attest:

Mary Scharf

Mary Scharf, *Secretary*

HARTFORD CASUALTY INSURANCE COMPANY

Robert N. H. Sener

Assistant Vice-President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 1st day of April, A.D. 1983, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Gloria Mazotas

Gloria Mazotas, *Notary Public*
My Commission Expires March 31, 1988

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, a New Jersey Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 1st day of April 19 87

David A. Johnson

David A Johnson
Assistant Secretary

Form S-3507-3 (HC) Printed in U.S.A.

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01982

AS PER ORIGINAL

0032

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 50808

Formal notice is hereby given that S.G. & R. Construction, Inc., 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
Mason Road	60 feet north of FM 1093	100 feet	X			
Mason Road	590 feet north of FM 1093	60 feet	X			
Mason Road	897 feet north of FM 1093	35 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
Mason Road	FM 1093	1,415 feet north of FM 1093	1,415 feet

General Description

This construction will be for a 16" waterline running north and south on Mason Road.

The location and description of the proposed installation and appurtenances is more fully s on the attached plans and drawings. (Plans and drawings of proposed installation and appur ances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, date the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: S.G. & R. Construction, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week

Norman Rash
(Signature)

NAME & TITLE Norman Rash, President
(Please Print)

DATE:
ADDRESS Rt. 1 Box 520
(Street/P.O. Box)

Huntsville, Tx. 77340
City State Zi

TELEPHONE NO: (409) 295-3234

25/2
REJECT

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN. BID #87-27

COMPANY	BID PRICE WITHOUT TRADE-IN	TRADE-IN ALLOWANCE 1967 JOHN DEERE	TRADE-IN ALLOWANCE 1975 CASE CRAWLER
TOM FAIREY CO.	$37,147.00	$1,500.00	$1,500.00
PRECO MACHINERY	$41,500.00	$4,000.00	$2,500.00
CASE POWER & EQUIPMENT	$45,596.00	NO BID	NO BID
WAUKESHA-PEARCE	$47,590.00	$1,500.00	$2,500.00

and unanimously carried, it is ordered to reject all bids (#87-17); re-advertise and add the following specs:

1) proof of insurance
2) bid bond be required
3) bulk dispensing facility located outside Fort Bend County
4) rates be effective for 6 months

One or more new crawler tractor with hydraulic boom mower with or without trade-in (#87-27):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject all bids for crawler tractor with hydraulic boom mower.

One or more new rubber tired tractor with hydraulic boom mower with or without trade-in:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, Commissioners' Court finds that the best bid be awarded to PRECO MACHINERY in the amount of $24,888 ea. for three rubber tired tractor with hydraulic boom mower with trade-in of one (1) 1975 Case crawler for Drainage District.

26. DANIEL KOSLER, E.M.S. DIRECTOR, RE: (1) ACCEPT PROPOSAL FOR EMERGENCY MESSAGE RECORDING SYSTEM; (2) CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF WHARTON E.M.S. FOR MUTUAL AID RESPONSES:

Accept proposal for emergency message recording system:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reject all proposals and advertise for bids on same as requested by Daniel Kosler, EMS Director.

Harold Murphy representing Lanier Corp. disagreed with the rejection of all bids on a recording system.

Consider approval of interlocal agreement with City of Wharton E.M.S. for mutual aid responses:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Wharton E.M.S. for mutual aid responses as presented by Daniel Kosler, E.M.S. Director. (Recorded in minutes in full)

27. ADVERTISE FOR BIDS FOR ARSENAL WEED KILLER:

Postponed

28. AUTHORIZE PURCHASE OF TWO ½-TON PICKUP TRUCKS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to purchase two (2) ½-ton pickup trucks for Precinct 2 in the amount of $7,618.69 plus $1,728.74 optional equipment, total amount is $9,347.43. (Recorded in minutes in full)

29. CONSIDER RECOMMENDATION FROM SELECTION COMMITTEE FOR ENGINEERING ON THE 5TH STREET (STAFFORD) PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the committee's recommendation of Van Sickle, Mickelson & Klein for engineering on the 5th St. (Stafford) project.

25/3

PURCHASE OF ONE (1) OR MORE NEW RUBBER TIRED TRACTOR WITH HYDRAULIC BOOM MOWER WITH OR WITHOUT TRADE-IN. BID #87-28

COMPANY	BID PRICE WITH-OUT TRADE-IN	TRADE-IN ALLOWANCE 1967 JOHN DEERE	TRADE-IN ALLOWANCE 1975 CASE CRAWLER
*PRECO MACHINERY	$24,888.00	$4,000.00	$2,500.00
CASE POWER AND EQUIPMENT	$26,678.40	NO BID	NO BID
ROSENBERG FORD TRACTOR	$28,961.00	NO BID	NO BID
LANSDOWNE-MOODY	$29,150.00	NO BID	NO BID

*TRANSMISSION CREEPER OPTION INCLUDED IN BID PRICE.

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF WHARTON

THE STATE OF TEXAS

COUNTY OF FORT BEND

The Interlocal Local Agreement, made and entered into between the County of Fort Bend, acting by and through its its duly authorized Commissioners' Court, hereinafter referred to as "County" and the City of Wharton, organized and existing under virture of the laws of the State of Texas, hereinafter referred to as "City", acting herein by and through its duly authorized governing body.

WITNESSETH THAT:

WHEREAS, from time to time situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of Fort Bend County and the City of Wharton; and,

WHEREAS, the Texas Interlocal Cooperation Act, Texas Civil Statute, Article 4413 (32c), authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions; and,

WHEREAS, the governing body of the County and City desire to improve the provision of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Texas Civil Statute, Article 4413 (32c); and,

WHEREAS, the County and City, pursuant to the provisions of Texas Civil Statute, Article 4413 (32c), have determined that it would be in the best interest of the County and City and the citizens and inhabitants thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of the County and City.

WHEREAS, the County and City desire to enter into a mutual aid agreement of the provision of emergency medical services;

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

ARTICLE I

Scope of Services

1.01 -- Services in General.

The City and the County agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the city or county in which it is normally employed or renders services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

1.02 -- Standard of Services.

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II

Remuneration

2.01 -- Reimbursement for Services.

The City or County shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for that service.

2.02 -- Reimbursement for Costs.

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III

Liability

3.01

The City of Wharton agrees to indemnify and hold Fort Bend County harmless with respect to any claim, demand, or suit based upon any response by Fort Bend County Emergency Medical Services arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that IF Fort Bend County Emergency Medical Services is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned Interlocal Agreement, Fort Bend County will hold the City of Wharton harmless and indemnify the City of Wharton from costs incurred.

3.02

It is understood that liability to all parties is limited by existing laws covering medical personnel in performance of their duties in emergency situations.

3.03

It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and

clothing, medical expenses, expenses of travel, food lodging or other compensation, or expenses of personnel of another party's Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV

Time of Performance

4.01

It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 6 day of APRIL, 19 87.

ARTICLE V

Termination

5.01

It is expressly understood and agreed that this agreement automatically terminates on the DECEMBER day of 31, 19 87, and must be renewed annually thereafter.

5.02

It is expressly understood and agreed that this Agreement may be terminated at any time without cause by either party upon thirty (30) days written notice to the other parties.

Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

Fort Bend County, Texas
County Courthouse Annex
Richmond, Texas 77469
ATTENTION: County Judge Jodie E. Stavinoha

City of Wharton
City Hall
Wharton, Texas 77488
ATTENTION: Mayor Garland S. Novosad

ARTICLE VI

Laws, Statutes, and Ordinances

6.01

The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 6 day of April, 1987, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND, TEXAS

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTESTED:
Dianne Wilson
DIANNE WILSON
County Clerk

Daniel Kosler
DANIEL KOSLER
Director of Fort Bend County Emergency Medical Services

SIGNED on this 23rd day of March, 19 87, in duplicate originals by order of City Council of Wharton.

CITY OF WHARTON

MAYOR

ATTESTED:

CITY SECRETARY

Director, City of Wharton
Emergency Medical Services

01992 0032

AS PER ORIGINAL

281

PURCHASE OF ONE (1) OR MORE NEW ½ TO PICKUP TRUCKS
BID #87-20

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE	OPTIONAL EQUIPMENT 302 CID MIN. ENGINE	AUTOMATIC TRANSMISSION	AIR CONDITION	AM/FM RADIO	AM RADIO	CLOTH UPHOLSTERY	8 FT. BED
*KNAPP CHEVROLET	$7,325.00	75-90 DAYS	90 DAYS	$400.00	$480.00	$660.00	$150.00	$104.00	$71.00	$153.00
**HALL CHEVROLET	$7,618.69	45 DAYS	30 DAYS	$420.75	N/C	$663.85	$153.85	$103.70	$60.35	$158.79

* ACCEPTED BY COMMISSIONERS COURT ON MARCH 9, 1987 AS LOW BIDDER WITH STANDARD TRANSMISSION.

** ACCEPTED BY COMMISSIONERS COURT ON MARCH 9, 1987 AS LOW BIDDER WITH AUTOMATIC TRANSMISSION.

01993 0032

COMPANY	PAINTED REAR BUMPER	PAINTED REAR STEP BUMPER	REARVIEW MIRRORS	DUAL FUEL TANKS	POWER STEERING	4-WD WITH STD TRANSMISSION	4-WD WITH AUTO TRANSMISSION	EXT. TRANSMISSION OIL COOLER
*KNAPP CHEVROLET	$106.00	$110.00	$44.00	$235.00	$233.00	$2,350.00	$2,975.00	$65.00
**HALL CHEVROLET	N/A	$110.50	$44.20	$235.45	$233.75	$2,335.28	$2,335.28	$53.55

AS PER ORIGINAL

30. CONSIDER EXTENSION OF SICK LEAVE FOR PRECINCT 1 EMPLOYEE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve extension of sick leave for Linda Urbanek, Secretary for Commissioner Precinct 1 for another 30 calendar days.

RECESS:

Commissioners' Court recessed at 11:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

31. MEET IN CLOSED SESSION TO DISCUSS THE FOLLOWING: (1) LAND MATTERS- DISCUSS EARNEST MONEY CONTRACT ON PROPERTY IN PRECINCT 2; (2) LITIGATION - DISCUSS POTENTIAL LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES; (3) PERSONNEL MATTERS - DISCUSS DEPARTMENT HEADS' REAPPOINTMENTS. (ARTICLE 6252-17), SECTION 2 (E) & (F), V.T.C.S.) TAKE ACTION, IF NECESSARY:

No action taken.

32. 1:30 P.M.- APPROVE PLATS FOR THE FOLLOWING: (1) CHURCH PARK SUBDIVISION IN FIRST COLONY, PRECINCT 4; AND (2) FIRST COLONY PARK, PRCT. 4:

Approve plat for Church Park Subdivision in First Colony, Precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Church Park Subdivision in First Colony, Precinct 4. Plat and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

Approve plat for First Colony Park, Prct. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for First Colony Park, Prct. 4. Plat and Tax Statements were presented to Commissioners' Court for review. (Recorded in minutes in full)

33. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

34. GRANT EXEMPTION TO COMPETITIVE BIDDING REQUIREMENTS OF THE COUNTY PURCHASING ACT IN ORDER TO PRESERVE THE PUBLIC HEALTH AND SAFETY (REPAIRS TO JAIL AIR CONDITIONING SYSTEM):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to grant exemption to competitive bidding requirements of the County Purchasing Act in Order to preserve the public health and safety (repairs to Jail air conditioning system).

35. ADJOURNMENT:

Commissioners' Court adjourned at 2:45 p.m.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 6 day of April, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 13, 1987
9:00 O'CLOCK A.M.

1. APPROVE MINUTES OF MEETING OF APRIL 6, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS.

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL.

5. SHERIFF GUS GEORGE, RE: REQUEST 30-DAY EXTENSION OF SICK LEAVE FOR EMPLOYEE.

6. MS. MARCIA VOGELSANG, RE: PROCLAMATION FOR HANDICAPABLE WEEK.

7. CONSTABLE R. G. PARKER, PRECINCT 3, RE: REQUEST APPROVAL OF RESERVE DEPUTIES--JACKIE RAY MCDONALD AND ROBERT L. DYESS, AND APPROVE BONDS AND OATHS FOR SAME.

8. MS. BARBARA PICKTHALL, FORT BEND COUNTY INDUSTRIAL CORP., RE: CONSIDER RESOLUTION IN SUPPORT OF APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM STATE OF TEXAS.

9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VARIOUS CITIES FOR THE HOUSING OF PRISONERS.

10. CONSIDER REQUEST FOR TAX EXEMPTION AS A HISTORIC SITE FOR THE GEORGE RANCH PARK.

11. CONSIDER PROPOSAL FOR REPAIR OF COURTHOUSE ROOF.

12. CONSIDER ACCEPTING STREETS IN HICKORY CREEK, SECTION 1, PRECINCT 3 AS SPECIFIED.

13. CONSIDER APPLICATION TO F.A.A. FOR FUNDING OF FEASIBILITY STUDY OF HULL AIRPORT.

14. AUTHORIZE SOIL TESTS FOR HIGHWAY 90A/DITCH "H" BRIDGE.

15. CONSIDER APPOINTMENT OF PERFORMANCE REVIEW COMMITTEE AS RECOMMENDED BY THE COOPERS & LYBRAND STUDY.

16. ESTABLISH GUIDELINES FOR SALARY INCREASES.

17. CONSIDER APPOINTMENT OF A COMMISSIONER FOR THE PURPOSE OF SELLING COUNTY-OWNED REAL PROPERTY DESCRIBED AS LOTS 12 & 13, BLOCK 34, SECTION 8, MISSION BEND SUBDIVISION; THE APPOINTMENT OF A REAL ESTATE APPRAISER FOR SAME; AND AUTHORIZE NOTICE OF PUBLICATION OF THE SALE IN LOCAL NEWSPAPERS.

18. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF LATENT FINGERPRINT PROCESSING EQUIPMENT FOR THE FORT BEND COUNTY SHERIFF DEPT. (#87-29).; & (2) PURCHASE OF ONE AUTOMOTIVE LIFT FOR THE FORT BEND COUNTY VEHICLE MAINTENANCE FACILITY (#87-30).

19. APPROVE BILLS.

20. ADJOURNMENT. FILED FOR RECORD TIME 3:05 A.M. P.M.

APR 9 1987

Diana Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

I CERTIFY THAT THIS AGENDA WAS POSTED ON THE BULLETIN BOARD, COUNTY COURTHOUSE & GLASS PANELS, COURTHOUSE ANNEX, RICHMOND, TEXAS ON THURSDAY, APRIL 9, 1987 AT 3:15 p.m. BY T. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 13TH day of APRIL, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

AS PER ORIGINAL

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF APRIL 6, 1987:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of April 6, 1987 with corrections to #8 page 2 & #9 page 3.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budget for JUSTICE OF PEACE #1 & JUSTICE OF PEACE #4. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

County Engineer
Purchasing Agent
County Court-at-Law #1
Commissioner Precinct #3
Data Processing
County Clerk

5. SHERIFF GUS GEORGE, RE: REQUEST 30-DAY EXTENSION OF SICK LEAVE FOR EMPLOYEE:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize 30 calendar day sick leave extension for Carl Spradley, Sheriff Deputy effective April 7, 1987 as presented by Cpt. Tom Sparkman. (Recorded in minutes in full)

6. MS. MARCIA VOGELSANG, RE: PROCLAMATION FOR HANDICAPABLE WEEK:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to proclaim and support Handicapable Week, April 26 - May 2.
Marcia Vogelsang discussed the events celebrating "Handicapable Week".

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
GARY GEICK, J.P.#1			
OFFICE SUPPLIES 1062	5000.00	4800.55	(199.45)
PROPERTY & EQUIP. 1010	1000.00	1199.45	199.45

DATE: MARCH 26, 1987

DEPARTMENT HEAD: Gary L. Geick

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

01993

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

	DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
	Justice Court #4			
emporary	1050 0022-0201-[illegible]	4800.00	1200.00	-3600.00
alaries	1050 0022 0200	75009.00	78,369.00	+3360.00
etirement	1050-0022-0400	5,281.	5,521.	+240.00

DATE: April 7,987

DEPARTMENT HEAD: [signature]

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

02000

COUNTY OF FORT BEND

AS PER ORIGINAL

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Mark Vogler

Period: Date of Departure 5/25/87

Date of Return 5/29/87

Purpose of Trip: To attend short course on "Stream Hydrology & Hydraulics" @ Texas A & M University

Places to be Visited: same as above

Mode of Transportation (State whether by personal auto, airline, etc.) County vehicle

Stanley L. Kucherka, Jr., P.E.
Name

4/9/87
Date

Drainage District Mgr/Eng
Title

* *

Approved: Commissioners' Court

County Judge

4-13-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
APR 10 1987
COUNTY JUDGE

02001

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County FOR the following persons:

JOHN J. HAMMETT

Period: Date of Departure JULY 19, 1987

Date of Return JULY 22, 1987

Purpose of Trip: ATTEND ANNUAL CONFERENCE OF NATIONAL PURCHASING INSTITUTE.

Places to be Visited: FORT WORTH, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

John J Hammett
Name

APRIL 10, 1987
Date

PURCHASING AGENT
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-13-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02002

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 9 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure May 6, 1987

Date of Return May 8, 1987

Purpose of Trip: 18th Annual Criminal Justice Conference, Huntsville, Texas

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) Auto

Thomas R. Culver III
Name

4/7/87
Date

Judge, County Court At Law No. 1
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-13-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

02003

RECEIVED
APR 9 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Period: Date of Departure Nov. 15, 1987

Date of Return Nov. 21, 1987

Purpose of Trip: Renewal of Class A Solid Waste Technician Letter of Competency - Texas Dept. of Health

Places to be Visited: Temple, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal automobile

Alton B. Pressley
Name

4-9-87
Date

Commissioner, Fort Bend Co. Pct. 3
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-13-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02004

Fund #74 available

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

SHIRLEY DAVIS

JAN EASLEY

CONNIE BLACK (DATA PROCESSING) check mailed 4/8/87

Period: Date of Departure AUGUST 18

Date of Return AUGUST 21

Purpose of Trip: SEC. OF STATE ELECTION SCHOOL

RECEIVED APR 8 1987 COUNTY JUDGE

Places to be Visited: AUSTIN

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Dianne Wilson
Name

4-6-87
Date

COUNTY CLERK
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

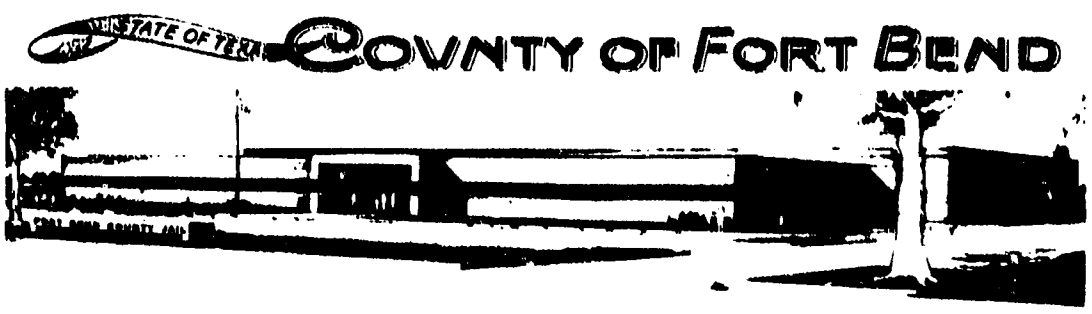
4-13-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5

02005

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

AS PER ORIGINAL

April 6, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka,Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, April 13, 1987.

1) Request you authorize the extension of sick leave benefits for Deputy Carl L. Spradley for a period of thirty (30) days from April 7, 1987. Attached is a prognosis report from Doctor Stephen E. McElmurry, Memorial City Surgical Associates on Deputy Spradley. This will be a final request for the extension of sick leave benefits for Deputy Spradley.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer
Dianne Wilson, County Clerk

Memorial City Surgical Associates

GENERAL, VASCULAR AND TRAUMA SURGERY

MEMORIAL CITY PROFESSIONAL BUILDING
902 FROSTWOOD DRIVE • SUITE 222 • HOUSTON, TEXAS 77024

VINCENT P. FRANTZ, M.D.
JOE E. DOSSEY, M.D.
STEPHEN E. McELMURRY, M.D.

464-1981

April 2, 1987

AS PER ORIGINAL

Lieutenant Marshall Whichard
Fort Bend County Sheriff's Department
1410 Ransom Road
Richmond, Texas 77469

Re: Carl Spradley

Dear Lieutenant Whichard:

This letter is concerning one of your workers, Carl Spradley who has been a patient of mine for several months. As you may be aware, he underwent an operation toward the end of 1986, shortly after which he suffered a herniation of his stomach into his chest which required another operation that required removal of most of his stomach. Since that time he has had difficulty eating and required a final operation approximately three (3) weeks ago to restore function of his GI tract.

He is recovering well from this last operation and I am hopeful that he will be able to return to a normal daily life before too long. My present expectation is that he will probably need to be absent from work for approximately another month, and by that time he should be able to resume regular work duties. This depends on whether or not he continues to progress as he has over the past couple of weeks. If so, he certainly should be able to return to work at that time, if not, we will have to make adjustments as things dictate.

Your consideration concerning these facts and his employment is greatly appreciated. I do feel that he eventually will be able to resume his regular work duties, and I know that he will appreciate anything you can do to help maintain his good employment status until he is able to return. If you need any further information please do not hesitate to contact me.

Sincerely yours,

Stephen E. McElmurry, M.D.

SEM/pch

7. CONSTABLE R.G. PARKER, PRECINCT 3, RE: REQUEST APPROVAL OF RESERVE DEPUTIES - JACKIE RAY MCDONALD AND ROBERT L. DYESS, AND APPROVE BONDS AND OATHS FOR SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Reserve Deputies - Jackie Ray McDonald and Robert L. Dyess, and approve bonds and oaths for same.

8. MS. BARBARA PICKTHALL, FORT BEND COUNTY INDUSTRIAL CORP., RE: CONSIDER RESOLUTION IN SUPPORT OF APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM STATE OF TEXAS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve resolution in support of application for Community Development Block Grant funding from State of Texas as presented by Barbara Pickthall, representing Fort Bend County Industrial Corp.

9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VARIOUS CITIES FOR THE HOUSING OF PRISONERS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreements with City of Pleak and City of Thompson for housing of prisoners. (Recorded in minutes in full)

10. CONSIDER REQUEST FOR TAX EXEMPTION AS HISTORIC SITE FOR THE GEORGE RANCH PARK:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve tax exemption as historic site for the George Ranch Park consisting of 473 acres as requested by Roland Adamson, General Manager. (Recorded in minutes in full)

11. CONSIDER PROPOSAL FOR REPAIR OF COURTHOUSE ROOF:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to postpone for further study.

12. CONSIDER ACCEPTING STREETS IN HICKORY CREEK, SECTION 1, PRECINCT 3 AS SPECIFIED:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following streets in Hickory Creek, Section 1, Precinct 3 in the Fort Bend County road maintenance system, totaling 8429.24 ft. (Recorded in minutes in full)

Gaston Road	930.00
Cansfield Way	2,031.16
Cansfield Court	279.00
Brockington Drive	1,199.22
Yardley Drive	1,082.64
Glen Rosa Drive	968.19
Pembrough Lane	853.73
Windhurst Road	1,085.30
Total	8,429.24

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RECEIVED

COUNTY

AS PER ORIGINAL

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF THOMPSONS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Thompsons, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

_____ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 2nd day of April, 1987.

THE CITY OF THOMPSONS

By: [signature]
MAYOR

ATTEST:

Callaway J. Johnson
Deputy CITY SECRETARY

SIGNED this 13 day of April, 1987.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF PLEAK

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Pleak, hereinafter referred to as "City".

WHEREAS County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

_____ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

_X_ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 6th day of April, 1987.

THE CITY OF PLEAK

By: William Pancik
MAYOR

ATTEST:
Marie Kremek
CITY SECRETARY

SIGNED this 13th day of April, 1987.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:
Dianne Wilson
COUNTY CLERK

Approved by Commissioners Court [illegible]-87

State Property Tax Board
Exemption Application 11.24(4/84)

10

AS PER ORIGINAL

02012

Fort Bend County Appraisal District

EXEMPTION APPLICATION FORM FOR HISTORIC SITE FOR 19 87

0032

In order to claim this exemption, the applicant must have owned the property on January 1 of this year. The application must be timely filed with the appraisal office between January 1 and ~~May~~ APRIL 1 of this tax year for the application to be valid. Any supporting documentation for this exemption required by the appraisal office will be noted in the proper place below.

Application submitted for: Fort Bend County, Texas & Lamar Consolidated Independent School District
[Taxing Unit(s)]

IDENTIFICATION OF APPLICANT

Name: The George Foundation, A Charitable Trust

Address: 207 South Third St., Richmond, Texas 77469

Mailing Address (if different): P. O. Drawer C, Richmond, Texas 77469

IDENTIFICATION OF REAL PROPERTY OF THE ORGANIZATION FOR EXEMPTION:

Deed Owner: The George Ranch (Park) of The George Foundation
Metes and Bounds Description Attached

Deed Recorded: Volume _____ Page _____

Lot _____ Block _____

PROPERTY USAGE:

1. Was property recorded as a Texas Historical Landmark by the Texas Historical Commission as of January 1 of this tax year?
☐ YES ☒ NO

2. Is the property a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ☒ YES ☐ NO

3. Please attach any documents supporting either of the above answers.

Please provide the name of a person who may be contacted if additional information is needed.

Name: Roland C. Adamson

Title: General Manager (The George Foundation)

Address: P. O. Drawer C, Richmond, Texas 77469

Phone number: 713 - 342-6109

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

I hereby designate that this described property, which The George Foundation *owned on January 1 of this year, as the property against which the historic site exemption may be claimed in Texas.*

I certify that the information given on this form is true and correct.

02013

Applicant's Signature — March 27, 1987 Date

0032

AS PER ORIGINAL

RENEWAL

(Optional)

I certify that the information given on this form is true and correct.

Applicant's Signature — March 27, 1987 Date

Texas Property Tax Code Sec. 11.24

The George Foundation

207 South Third Street — P.O. Drawer C — Richmond, Texas 77469 — (713) 342-6109

02014

0032

March 27, 1987

AS PER ORIGINAL

MAR 30 1987

Honorable Jodie Stavinoha
County Judge, Fort Bend County, Texas
P. O. Box 368
Richmond, Texas 77469

Re: 1987 Ad Valorem Tax Exemption Application
for Historic Site - The George Ranch Park

Dear Judge Stavinoha:

Enclosed please find the 1987 Historic Site Exemption Application for The George Ranch Park, along with a metes and bounds description. We have not included a survey since there have been no changes in the status of the land from the survey furnished in 1985.

If you should have any questions regarding the enclosed matter, please give me a call.

Very truly yours,

THE GEORGE FOUNDATION

Roland C. Adamson
General Manager

RCA:mm
Enclosure

Property Tax Board
Exemption Application 11.24(4/84)

AS PER ORIGINAL 02015

Fort Bend County Appraisal District 0032

EXEMPTION APPLICATION FORM FOR HISTORIC SITE FOR 19 87

In order to claim this exemption, the applicant must have owned the property on January 1 of this year. The application must be timely filed with the appraisal office between January 1 and April 1 of this tax year for the application to be valid. Any supporting documentation for this exemption required by the appraisal office will be noted in the proper place below.

Application submitted for: Fort Bend County, Texas & Lamar Consolidated Independent School District
[Taxing Unit(s)]

IDENTIFICATION OF APPLICANT

Name: The George Foundation, A Charitable Trust

Address: 207 South Third St., Richmond, Texas 77469

Mailing Address (if different): P. O. Drawer C, Richmond, Texas 77469

IDENTIFICATION OF REAL PROPERTY OF THE ORGANIZATION FOR EXEMPTION:

Deed Owner: The George Ranch (Park) of The George Foundation
Metes and Bounds Description Attached

Deed Recorded: Volume _____ Page _____

Lot _____ Block _____

PROPERTY USAGE:

1.) Was property recorded as a Texas Historical Landmark by the Texas Historical Commission as of January 1 of this tax year?
☐ YES ☒ NO

2.) Is the property a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ☒ YES ☐ NO

3. Please attach any documents supporting either of the above answers.

Please provide the name of a person who may be contacted if additional information is needed.

Name: Roland C. Adamson

Title: General Manager (The George Foundation)

Address: P. O. Drawer C, Richmond, Texas 77469

Phone number: 713 - 342-6109

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties: 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

AS PER ORIGINAL

The George Foundation

207 South Third Street — P.O. Drawer C — Richmond, Texas 77469 — (713) 342-6109

02016

0032

TAX PAYMENTS FOR 1986

PAYMENTS MADE TO:	AMOUNTS
Needville Independent School District	$ 1,078.46
Lamar Consolidated Independent School Dist.	207,640.83
Damon Independent School Dist.	29.91
Fort Bend County Taxes	70,741.81
City of Richmond	3,344.84
City of Rosenberg	94.56
Harris County	4.35
Columbia - Brazoria Independent School Dist.	3,084.74
Pasadena Independent School Dist.	1.09
Brazoria County Taxes	940.31
Alvin Consolidated Tax	46.20
Fort Bend Independent School Dist.	117.93
Galena Park Independent School Dist.	5.56
TOTAL	$ 287,130.59

5-30-87 Commissioner Court
4-9-87 ACC Comm. & Clerk

//

LANCE ROOF INSPECTION SERVICE, INC.

02017

AS PER ORIGINAL

4141 NORTH FREEWAY, #100, HOUSTON, TEXAS 77022
(713) 695-4507

0032

RECEIVED
MAR 26 1987
COUNTY JUDGE

March 24, 1987

Judge Jodie Stavinoha
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Re: Repairs and re-roofing
Fort Bend County Courthouse

Dear Judge Stavinoha:

Lance Roof Inspection Services proposes to perform the following services for the above referenced building.

Prepare a written set of specifications to include all aspects of repairs to copper roofing and flashings. Re-roofing the slate roofed areas and built-up roofing areas. Our fee for this will be $1,500.

Due to the intricate detailing and work involved on the existing copper roof and flashings we would like to have Bill Hearn's involvement with all aspects of work in these areas. Mr. Hearn's 40 years of experience will insure us of a quality, leak free end project.

We would like to have Mr. Hearn hold a prebid conference with the contractors. At this conference, the scope of work will be thoroughly reviewed with the contractors as well as answering any questions they might have. This will also set up a better competitive bidding situation. As all the contractors will fully understand the scope of work.

We would also like Mr. Hearn to spend the first day on the job and to make a final inspection when the copper work is complete. Our fee for this will $1,000 per trip totaling $3,000.

We will furnish a well qualified, full time, roof inspector during roof work. This inspector will represent Fort Bend County while overseeing and inspecting construction. He will see that the specified materials are delivered to the job in good condition and stored properly. It will be his responsibility to see that the materials are installed in accordance with the plans, specifications, and quality workmanship. A daily report will be written up and a copy will be sent to you. Lance Roof Inspection Service, Inc.

AS PER ORIGINAL

will certify the requests for payments to the contractor and completion of the contract. Our fee for these services will be $1,200.00 per week. The inspector will work whenever the contractor works, including weekends, overtime, and holidays, for this flat fee. There will be no extra charge for expenses. Conversely, no credit will be given for inclement days when the contractor cannot work.

If you have any questions please call me.

Sincerely yours,

John A. Lance III

JAL/wd

AS PER ORIGINAL

HICKORY CREEK, SECTION 1

GASTON ROAD	930.00
CANSFIELD WAY	2,031.16
CANSFIELD COURT	279.00
BROCKINGTON DRIVE	1,199.22
YARDLEY DRIVE	1,032.64
GLEN ROSA DRIVE	968.19
PEMBROUGH LANE	853.73
WINDHURST ROAD	1,085.30
TOTAL	8,429.24

REMAINDER OF ROADS REQUIRING NEW BOND @ 15.00 LF = 4,340.85

TOTAL $65,112.75

AS PER ORIGINAL

13. CONSIDER APPLICATION TO F.A.A. FOR FUNDING OF FEASIBILITY STUDY OF HULL AIRPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to file and application to F.A.A. for funding of feasibility study of Hull Airport totaling $30,000 (Federal funds $27,000, County funds $3,000). Funds to come from Capitol Improvement - Fees & Services. (Recorded in minutes in full)

14. AUTHORIZE SOIL TESTS FOR HIGHWAY 90A/DITCH "H" BRIDGE:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize soil test for highway 90A/Ditch "H" bridge at a cost not to exceed $5,000. Funds to come from Precinct #4 Bridge funds.

15. CONSIDER APPOINTMENT OF PERFORMANCE REVIEW COMMITTEE AS RECOMMENDED BY THE COOPERS & LYBRAND STUDY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting no, it is ordered to appoint the following to the performance review committee as recommended by the Coopers & Lybrand study:

Jodie Stavinoha	- non-voting member
Thomas Stansbury	
Dan Gerken	
Roman Bohachevsky	
Richard Selleh	
Personnel Analyst	- non-voting member
Larry Wagenbach	- non-voting member
Marsha Gaines	

16. ESTABLISH GUIDELINES FOR SALARY INCREASES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting no, it is ordered to refer to the performance review committee.

17. CONSIDER APPOINTMENT OF A COMMISSIONER FOR THE PURPOSE OF SELLING COUNTY-OWNED REAL PROPERTY DESCRIBED AS LOTS 12 & 13, BLOCK 34, SECTION 8, MISSION BEND SUBDIVISION; THE APPOINTMENT OF A REAL ESTATE APPRAISER FOR SAME; AND AUTHORIZE NOTICE OF PUBLICATION OF THE SALE IN LOCAL NEWSPAPERS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint Larry Wagenbach to serve as a commissioner for the purpose of selling county-owned real property and appoint Earl Browning as a real estate appraiser for same and authorize notice of publication of the sale in local newspaper. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 10:40 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

13

AS PER ORIGINAL OMB Approval No. 0348-0

FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE Year month day 19 87 4-13

Leave Blank

3. STATE APPLICATION IDENTIFIER NOTE: TO BE ASSIGNED BY STATE
a. NUMBER 02021 TX-86-11-05-0002-16
b. DATE ASSIGNED Year month day 19 0032

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Commissioners Court
b. Organization Unit: Fort Bend County
c. Street/P.O. Box: P. O. Box 368
d. City: Richmond
e. County: Fort Bend
f. State: Texas
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): Commissioner Bob S. Lutts 713/346-1432

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

6. PROGRAM (From CFDA)
a. NUMBER 20.106
MULTIPLE [ ]
b. TITLE AIP

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Feasibility for purchase of Hull Airport by Fort Bend County

8. TYPE OF APPLICANT/RECIPIENT
A—State
B—Interstate
C—Substate Organization
D—County
E—City
F—School District
G—Special Purpose Distnct
H—Community Action Agency
I—Higher Educational Institution
J—Indian Tribe
K—Other (Specify):
Enter appropriate letter D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County and West Harris

10. ESTIMATED NUMBER OF PERSONS BENEFITING
900,000

11. TYPE OF ASSISTANCE
A—Basic Grant
B—Supplemental Grant
C—Loan
D—Insurance
E—Other
Enter appropriate letter(s) A

12. PROPOSED FUNDING

a. FEDERAL	$ 27,000	.00
b. APPLICANT	3,000	.00
c. STATE		.00
d. LOCAL		.00
e. OTHER		.00
f. Total	$ 30,000	.00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT: TX 22nd Dist.
b. PROJECT: TX 22nd Dist.

14. TYPE OF APPLICATION
A—New
B—Renewal
C—Revision
D—Continuation
E—Augmentation
Enter appropriate letter A

15. PROJECT START DATE Year month day 1987 7

16. PROJECT DURATION 3 Months

17. TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars
B—Decrease Dollars
C—Increase Duration
D—Decrease Duration
E—Cancellation
F—Other (Specify):
Enter appropriate letter(s)

18. DATE DUE TO FEDERAL AGENCY ► Year month day 19

19. FEDERAL AGENCY TO RECEIVE REQUEST FAA

a. ORGANIZATIONAL UNIT (IF APPROPRIATE) HOU-ADO

b. ADMINISTRATIVE CONTACT (IF KNOWN) Stan Lou

c. ADDRESS
8800 Paul B. Koonce Drive, Rm. 225
Houston, TX 77061

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

21. REMARKS ADDED
[ ] Yes [X] No

SECTION I—APPLICANT/RECIPIENT DATA

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 11-4-86

b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE
Jodie Stavinoha
Fort Bend County Judge
b. SIGNATURE Jodie E. Stavinoha

SECTION III—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED Year month day 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$	.00
b. APPLICANT		.00
c. STATE		.00
d. LOCAL		.00
e. OTHER		.00
f. TOTAL	$	.00

29. ACTION DATE► Year month day 19

30. STARTING DATE Year month date 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE Year month date 19

33. REMARKS ADDED
[ ] Yes [ ] No

SECTION IV—REMARKS *(Please reference the proper item number from Sections I, II or III, if applicable)*

02022

Fort Bend County is interested in the possibility of acquiring Hull Airport, to provide a public airport for Fort Bend County.

The County requests federal funding for a Feasibility Study to determine if the purchase of the existing airport is the best option for the County to pursue.

Hull Airport has operated over 30 years, has good road access, and is a designated Reliever airport. It is necessary for transportation needs of businesses, and for economic improvement of this area.

°Inventory/Data Collection - The initial step in the study effort will be a review of all improvements completed on the airport. (No expansion is contemplated.)

°HGAC RASP - The consultants will review and incorporate key findings of the Regional System Plan Study.

°Economic/Financial Feasibility - The County must be confident that the facility will be self-supporting.

°Airport Layout Plan - Will be provided for FAA approval.

ORDER OF COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS TO SELL COUNTY OWNED REAL PROPERTY, BEING LOTS 12 AND 13 OF BLOCK 34 OF MISSION BEND SUBDIVISION, SECTION 8, AS RECORDED IN VOLUME 22, PAGE 13 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS IN FORT BEND COUNTY, TEXAS, ORDERING PUBLICATION OF NOTICE OF SALE OR LEASE, APPOINTMENT OF COMMISSIONER FOR SAME AND THE DESIGNATION OF AN APPRAISER PERTAINING TO SAME.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This the 13 day of APRIL, 1987, in regular order and at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, came on to be heard and considered the matter of the sale of the County owned Real Property being Lots 12 and 13 of Block 34 of Mission Bend Subdivision, Section 8, as recorded in Volume 22, Page 13 of the Plat Records of Fort Bend County, Texas; and

It appears to the Court, and the Court so affirmatively finds, by a majority affirmative vote that the said property is no longer needed for County purposes, and should be sold in accordance with provisions of Article 1577, Vernon's Annotated Civil Statutes, therefore, upon motion made by Commissioner Pressley and seconded by Commissioner Pustka, and duly passed by majority affirmative votes of all elected Commissioners, it is therefore

ORDERED AND DECREED by said Commissioners' Court of Fort Bend County, said County owned real property, being Lots 12 and 13 of Block 34 of Mission Bend Subdivision, Section 8, as recorded in Volume 22, Page 13 of the Plat Records of Fort Bend County, Texas, may be sold at a public auction or by sealed bids, that Larry Wagenbach is hereby appointed as Commissioner to sell or lease said real property for and in behalf of Fort Bend County after publication notice of sale or lease as provided in said Article 1577, and that Earl Browning is hereby appointed as Appraiser, who

shall determine what the fair market value of said property to be sold or leased and it shall not be sold for an amount less than so determined, which said amount shall be reported to the Commissioner of Sale and to the Commissioners' Court prior to the sale and shall, if deemed reasonable, be approved by them prior to the sale.

IN WITNESS WHEREOF, the Commissioners' Court of Fort Bend County, Texas, has caused this Order to be entered on its minutes and to be hereby executed by JODIE E. STAVINOHA, County Judge of Fort Bend County, Texas, this 13 day of April, 1987.

COMMISSIONERS' COURT OF
FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON
County Clerk

18. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF LATENT FINGERPRINT PROCESSING EQUIPMENT FOR THE FORT BEND COUNTY SHERIFF DEPT. (#87-29); (2) PURCHASE OF ONE AUTOMOTIVE LIFT FOR THE FORT BEND COUNTY VEHICLE MAINTENANCE FACILITY (#87-30):

Purchase of latent fingerprint processing equipment for the Fort Bend County Sheriff Dept.:

No bids received.

Purchase of one automotive lift for the Fort Bend County Vehicle Maintenance Facility:

The following bids were presented to Commissioners' Court for review.

A) A & A Pump Co. Inc. $ 9,700.00
B) Automotive Equip. Brokers $ 7,198.00

19. APPROVE BILLS:

Cancelled

20. ADJOURNMENT:

Commissioners' Court adjourned at 1:35 p.m.

BID ITEM: ONE (1) AUTOMOTIVE LIFT FOR THE FBC VEHICLE MAINT. FACILITY 02026

BID NUMBER: 87-30

PAGE NO. 1

AS PER ORIGINAL

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
´076´$category

VENDOR NAME	BID PRICE
A & A PUMP CO., INC.	9700.00
ALLIED RENT-ALL	
CASE POWER & EQUIPMENT	
D & S TRUCK PARTS & REPAIR	
GRACE EQUIPMENT	
GRACE EQUIPMENT CO.	
HERTZ EQUIPMENT RENTAL CORP	
HI-WAY EQUIPMENT CO., INC.	
INTERNATIONAL CYLINDER MFG.	
KING BEARING, INC.	
MARAND SALES COMPANY	
MILSTEAD EQUIPMENT CO., INC.	
MYERS TIRE SUPPLY	
PEN-ROYAL INDUSTRIES, INC.	
SOUTH TEXAS EQUIPMENT CO., INC	
THE FAVOR CO.,INC.	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
WAUKESHA-PEARCE INDUSTRIES,INC	
Automotive Equip Brokers	7198.00
Vasco	
Mac Tools	
Richard Holley	

02027

BID ITEM: LATENT FINGERPRINT PROCESSING EQUIPMENT FOR THE FBCSD

BID NUMBER: 87-29

PAGE NO. 1

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'680'$category

0032

VENDOR NAME	BID PRICE
BLAIR GROUP, INC.	
~~BURKE UNIFORMS, INC.~~	
CITICORP INDUSTRIAL CREDIT INC	
~~COMMUNICATIONS & EMERGENCY PRD~~	
EMERGENCY & SAFETY PRODUCTS	
EMERGENCY PRODUCTS, INC.	
~~FACTORY SALES UNIFORM CO.~~	
G T DISTRIBUTORS, INC.	
JORDAN & ASSOCIATES, INC.	
~~KNAPP CHEVROLET~~	
LAUGHLIN INTERNATIONL	
~~MARTIN'S UNIFORMS~~	
~~MOBILRADIO, INC.~~	
RUSSELL BROS. OF TEXAS	
SARGENT-SOWELL INC.	
SCHNEIDERS POLICE SUPPLY	
~~SERVISCO~~	
TEXAS STATE DISTRIBUTORS, INC.	
~~THE GLOVE COMPANY~~	
TYLER FIRE & POLICE SUPPLY	
FISHER SCIENTIFIC LABS	
SIRCHIE FINGERPRINT EQUIP.	

No BIDS RECEIVED

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON May 5, 19 87.

STARTING WITH
FILM CODE NO. VOL 32 Pg. 01879

ENDING WITH
FILM CODE NO. VOL 32 Pg. 02027

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 5 DAY OF May, 19 87.

STARTING WITH VOLUME NUMER 32 PAGE NUMBER 02030.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 20, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 13, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: (1) Accept $115.50 from Kenneth Foy and $73.82 from Wharton Livestock Auction Inc. as payment for impounded livestock and rebudget into General Fund; (2) Authorize payment of $409.60 to Dep. R. L. Stasney as reimbursement for impounded livestock.

6. Ms. Glory Ketelers, District Clerk, re: request for additional positions.

7. Accept and rebudget refund checks from Entex into Precinct 1 budget.

8 Accept Phyllis Drive into the County road maintenance system in Precinct 1.

9. Consider approval of interlocal agreement with City of Needville for streets, roads & drainage maintenance; enforcement of health regulations; enforcement of animal control; & housing of prisoners.

10. Consider approval of plat for Riverwood Subdivision, Section 3 in Precinct 1.

11. Consider rejecting bids for the purchase of one or more new crawler tractors with blade (#87-23).

12. Consider accepting or rejecting bids for the purchase of one automotive lift for the County Vehicle Maintenance Facility (#87-30).

13. Accept specifications and authorize the advertising for bids for gasolines and diesel for Fort Bend County and Fort Bend County Drainage District.

14. Consider implementation of transferring accrued benefits for employees who transfer to other departments.

15. Meet in Closed Session to discuss litigation - Huke v. Fort Bend County. (Article 6252-17, Section 2 (e), V.T.C.S.). Take action, if necessary.

16. 11:00 a.m. - Drainage District Board will convene.

17. 1:30 p.m. - Open and consider bids on the sale of four acres of land out of the Frank Leskoven 100-acre tract in the Robert E. Handy 2-1/3 Labor Survey in Fort Bend County, Texas, which survey has Abstract 187, and is fully described in Patent #19, Vol. 1, more commonly referred to as 2801 FM-2218, Rosenberg, Texas, together with all improvements thereon.

18. Approve bills.

19. Adjournment.

FILED FOR RECORD

TIME 3:15 A.M. P.M.

APR 16 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 16, 1987 at 3:25 by D. Handley.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, APRIL 20, 1987
11:00 O'CLOCK A.M.

1. Consider sale of surplus fence material to City of Beasley.

2. Mr. Herb Appel, Greater Fort Bend Economic Development Council, re: consider resolution reaffirming the Drainage District's position as the County entity to plan and implement a Drainage Plan for Fort Bend County, and the appointment of a county-wide Task Force of Advisors to the Drainage Board.

3. Review Drainage District monthly report.

4. Adjournment.

FILED FOR RECORD
TIME 3:15 A.M. P.M.
APR 16 1987
Diana Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 16, 1987 at 3:25 p.m. by L. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 20TH day of APRIL, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF APRIL 13, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of April 13, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

Commissioner Precinct 3
Emergency Medical Service
Tax Assessor/Collector
County Clerk
Juvenile Probation
District Attorney

5. SHERIFF GUS GEORGE, RE: (1) ACCEPT $115.50 FROM KENNETH FOY AND $73.82 FROM WHARTON LIVESTOCK AUCTION INC. AS PAYMENT FOR IMPOUNDED LIVESTOCK AND REBUDGET INTO GENERAL FUND; (2) AUTHORIZE PAYMENT OF $409.60 TO DEP. R.L. STASNEY AS REIMBURSEMENT FOR IMPOUNDED LIVESTOCK:

Accept $115.50 from Kenneth Foy and $73.82 from Wharton Livestock Auction Inc. as payment for impounded livestock and rebudget into General Fund:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept 115.50 from Kenneth Foy and $73.82 from Wharton Livestock Auction Inc. as payment for impounded livestock and rebudget into General Fund. (Recorded in minutes in full)

4

02034

AS PER ORIGINAL

RECEIVED
APR 14 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Sherry Stavinoha

Period: Date of Departure April 29, 1987

Date of Return May 1, 1987

Purpose of Trip: to attend seminar "And Justice for All- A Focus on Victims" Texas Women's University, Denton, Texas

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) airline

SWDick
Name

April 13, 1987
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/20/87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
APR 14 1987
COUNTY JUDGE

AS PER ORIGINAL

COUNTY OF FORT BEND

02035

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Period: Date of Departure 5-8-87

Date of Return 5-8-87

Purpose of Trip: 1987 County Insurance Conference - TAC

Places to be Visited: Austin, Tx.

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Alton B. Pressley
Name

4-13-87
Date

Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

County Judge

4/20/87
Date

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AS PER ORIGINAL

02036

RECEIVED
APR 16 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Sterling Moore

Period: Date of Departure 4/28/87

Date of Return 4/30/87

Purpose of Trip: Texas Corrections Association Conference - 512-454-8626

Places to be Visited: Austin, Texas Driskell Hotel - 117 E. 7th, Austin 512-474-2807

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Sterling Moore
Name

4/14/87
Date

Acting Chief Juvenile Probation
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/20/87
Date

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AS PER ORIGINAL

Fund 0701

RECEIVED
APR 14 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

02037

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

3 clerks

Period: Date of Departure 2-1-88

Date of Return 2-4-88

Purpose of Trip: Annual Co/Dist Clerk Seminar

Places to be Visited: College Station

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Dianne Wilson
Name

4-16-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/20/87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

02038

RECEIVED
APR 16 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Marsha P. Gaines

Period: Date of Departure 4-20-87

Date of Return 4-21-87

Purpose of Trip: Attend Financial Management Course at College Station

Places to be Visited: College Station, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Marsha P. Gaines
Name

4-15-87
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/20/87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02039

AS PER ORIGINAL

RECEIVED
1 6 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Norman Williamson
Paul Poulton

Period: Date of Departure Apr 29

Date of Return May 1

Purpose of Trip: NATIONAL SKILLS Competition
REPRESENTING FORT BEND Co. & T.A.E.M.T.

Places to be Visited: Biloxi, Mississippi

Mode of Transportation
(State whether by personal auto, airline, etc.)

Name

4/16/87
Date

Director
Title

* *

Approved: Commissioners' Court

County Judge

4/20/87
Date

*NOTE: EXPENSES Are being paid by T.A.E.M.T. — ~~REQUESTING COVERAGE FOR UNEXPECTED EXPENSE WHICH MAY ARRIVE~~

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

RECEIVED
APR 20 1987
COUNTY JUDGE

02040

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

James Baumon -

Period: Date of Departure 4/27

Date of Return 5/1

Purpose of Trip: National Convention of NA.E.M.T. (National Association of Emergency Medical Tech.)

Places to be Visited: Biloxi, Mississppi

Mode of Transportation (State whether by personal auto, airline, etc.)

Name

4/16/87
Date

Director
Title

* *

Approved: Commissioners' Court

County Judge

4/20/87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02041

AS PER ORIGINAL

RECEIVED
APR 16 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Period: Date of Departure May 18, 1987

Date of Return May 20, 1987

Purpose of Trip: NACE Action and Training Guides

Places to be Visited: College Station, Tx.

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Alton B. Pressley
Name

April 14, 1987
Date

County Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/20/87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

5

02042

STATE OF TEXAS COUNTY OF FORT BEND

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

April 13, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, April 20, 1987.

1) Accept cash money in the amount of $115.50 from Kenneth Foy as payment for impounded livestock, and rebudget into the General Fund.

2) Authorize payment of $78.00 to Deputy Ronald L. Stasney as reimbursement for the feeding, caring and newspaper advertisement of impounded livestock, per attached quotation.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj
cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

QUOTATION

AS PER ORIGINAL 02043

Inquiry No.

Date 4-7-87

Terms

Prices quoted are F.O.B.

Delivery

From

RONALD STASNEY

To

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	CARE AND FEEDING OF HORSE CHESTNUT (LIGHT BROWN) FEMALE APPROX 2-3 YOA		
	7 DAYS AT $10.00 PER DAY		$70.00
	CATCH FEE		$37.50
	HERALD COASTER NEWSPAPER AD		$8.00
	(CASE NUMBER 87040021)		
	TOTAL		$115.50

By

TOPS FORM 3448 LITHO IN U S A

5

02044

STATE OF TEXAS COUNTY OF FORT BEND

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

AS PER ORIGINAL

April 13, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item(s) be included on the Commissioners' Court Agenda for Monday, April 20, 1987.

1) Accept check in the amount of $73.82 from the Wharton Livestock Auction, Inc. as payment for the sale of impounded livestock, and rebudget into the General Fund.

2) Authorize payment of $331.60 to Deputy Ronald L. Stasney as reimbursement for the feeding, caring and newspaper advertisement of impounded livestock, per attached quotation.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj
cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

331.60
73.82
5.42

QUOTATION

02045

Inquiry No.

From Ronald L. Stasney

Date 04/09/87

Terms

Prices quoted are F.O.B.

To Fort Bend County

Delivery AS PER ORIGINAL

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Care/Feeding of estray sorrel mare picked up by the Fort Bend County Sheriff Department on March 8, 1987 at 1317 Heritage Road, Richmond, Texas.		
	32 days @ $10.00 per day		$320.00
	Catch Fee		37.50
	Newspaper Ad (Herald Coaster)		11.60
	Total		$369.10

TOPS FORM 3448 LITHO IN U S A

By Ronald L. Stasney

Ronald L. Stasney

Authorize payment of $409.60 to Dep. R.L. Stasney as reimbursement for impounded livestock:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize payment of $409.60 to Dep. R.L. Stasney as reimbursement for impounded livestock.

6. MS. GLORY KETELERS, DISTRICT CLERK, RE: REQUEST FOR ADDITIONAL POSITIONS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, to authorize purchase of equipment as requested by Glory Ketelers, District Clerk, not to exceed $5,000. Funds to come from Capitol Improvement, and authorize two (2) additional Clerk II salary plus benefits (totaling approx. $25,000). Funds to come from Contingency Fund. (Recorded in minutes in full)

Motion withdrawn.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and motion fails, with Commissioner Pustka voting no, Commissioner Lutts voting no and Judge Stavinoha voting no, to authorize two (2) additional Clerk II positions as requested by Glory Ketelers, District Clerk.

7. ACCEPT AND REBUDGET REFUND CHECKS FROM ENTEX INTO PRECINCT 1 BUDGET:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept refund checks in the amount of $1.87, $7.90, $11.07, $12.08 from Entex and rebudget into Precinct 1 budget line item 0801-0047-2000.

8. ACCEPT PHYLLIS DRIVE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Phyllis Drive (723.07 ft) into the county road maintenance system in Precinct 1.

9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF NEEDVILLE FOR STREETS, ROADS & DRAINAGE MAINTENANCE; ENFORCEMENT OF HEALTH REGULATIONS; ENFORCEMENT OF ANIMAL CONTROL; & HOUSING OF PRISONERS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Needville for streets, road & drainage maintenance; enforcement of health regulation; enforcement of animal control and housing of prisoners. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF PLAT FOR RIVERWOOD SUBDIVISION, SECTION 3 IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Riverwood, Section 3 in Precinct 1. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

11. CONSIDER REJECTING BIDS FOR THE PURCHASE OF ONE OR MORE NEW CRAWLER TRACTORS WITH BLADE (#87-23):

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reject bids (#87-23) for purchase of one or more new crawler tractors with blade and readvertise for same and require a bid bond. (Recorded in minutes in full)

AS PER ORIGINAL

COMMISSIONER'S COURT

SUMMARY

Submitted by
Glory Ketelers
District Clerk

April 20, 1987

COMMISSIONER'S COURT SUMMARY

AS PER ORIGINAL

TO: Members of Commissioner's Court

FROM: Glory Ketelers, District Clerk

DATE: April 20, 1987

RE: Operation & Management of the District Clerk's Office

Duties of the District Clerk

The Office of Clerk of District Court is created by Article 5, Section 9 of the Texas Constitution. The duties of a clerk of court are, generally speaking, to serve in a ministerial capacity for the court; ordinarily to perform certain judicial or quasi judicial duties in connection therewith; to act as custodian of its record; to receive money in his official capacity, and to perform generally such duties as are enjoined by statute or imposed by the lawful authority of the court.

Backgound and Major Problems

We are all well aware of the rapid growth experienced by Fort Bend County in recent years. This growth factor has heavily impacted the volume of business being done by our court system and consequently, by the District Clerk's office. The Clerk's office is currently not staffed or equipped to handle this volume.

Upon evaluation of the operation and management of this office, I encountered the following major problems which reflected a need for additional staff, equipment, and reorganization: no functioning supervisory personnel; no departmentalization; no operative computer system; no micrographics department; inadequate number of court clerks; reports not up to date; no accounting system; lack of security for records and evidence; no established business and operating procedures; no procedure manual; equipment and supply shortages; inadequate copiers; and fines and court costs not being collected. (See attachment #1 for details).

One additional area of particular concern to me is the several months of accumulated work backlog.

The Texas Judicial Council Annual Reports for the years 1983 through 1986 show that the District Clerk's Office has had an increased workload of 53% over that period. At the same time, the number of staff actually assigned to perform the duties of this office has dropped by 24% due to reorganization and reassignment of personnel.

02049

0032

Judicial reports from this office for September 1, 1986 to February 1, 1987 indicate that we have a current increase of 19% over the same reporting period last year. This clearly indicates the need for additional personnel.

AS PER ORIGINAL

Remedies

Many of the problems of this business have been corrected through reorganization of staff; reorganization of available space; reallocation of resources; purchasing necessary supplies and equipment; and hiring Job Training personnel; and working a total of 845.24 overtime hours.

Remedial measures taken since 1/2/87 are outlined in detail (attachmetn #2)..

Current Status

In spite of these remedial measures, certain problems still exist as indicated on attachment 2.

Proposed Action to Solve Problems

In order to operate efficiently, reduce staff overtime, and deliver our business services in a timely manner, I request the following:

I. Positions

A. ~~4~~ 2 clerks now - Clerk II @ $13,702 annually

B. Cost:

Salary	$37,944
Social Security	2,713
Retirement	2,657
Workmans Comp	108
Health Ins.	6,584 up to $2,222.00
Total Cost	$50,006

II. Equipment

A. Lease contract for Royal Copier 50032MR as of 1/5/87 based on 60,000 copies/6 months
Cost per month - $522.20 (reduce to $250 in 18 mths.)
Total cost - $4,176.00

B. 2 - IBM Wheelwriter typewriters @ $500 each

Total cost - $1,000

Fiscal Notes

Salaries	$50,006
Contract	4,176
Equipment	1,000
Total funds	$55,182

AS PER ORIGINAL 02050

0032

Summary and Action Requested

I request that Commissioner's Court fund the necessary positions and equipment, and approve the contract listed in this report to be effective May 1, 1987.

Further delay in funding will cost the county money and not enable the District Clerk's office to perform its duties in an efficient and timely manner.

If you have any questions, I will be available to discuss these matters with you. Thank you for your consideration.

Glory Ketelers
District Clerk

GK/cb

Attachment #1

AS PER ORIGINAL

PROBLEM AREAS:

I. Organizational

A. Supervisory

1. Chief Deputy of Civil Division not supervising
2. No Chief Deputy in Criminal Division
3. No designated back up supervisor in either division

B. Departmental

1. No clearly delegated duties and responsibilities among personnel
2. No departmentalization within Civil or Criminal division
3. Micrographics department not fully equipped and not operating
4. Computer system not operative
5. Inefficient management of jury selection process

C. Personnel

1. Inadequate number of court clerks need 8 trained in Civil; 4 in Criminal
2. No trained back up court clerks assigned in Civil Division
3. Low morale
4. No staff for micrographics
5. No staff for bookkeeping
6. No staff for computer input at time system became operative
7. Number of staff performing daily business down 24% due to reorganization. Assigned two staff to micrographics, one to computer input, and one to daily administrative duties.

II. Work backlog due to increased business

A. Counter service up 40% in 18 months

B. Mail volume tripled in 18 months (average 6,000 pieces/mo.)

C. Phone calls - average 225 incoming, 175 outgoing daily

D. Increased court activity

1. Up 53% since 1983
2. Up 19% this year as compared with last year

E. Amount collected in Fee Officers Account up 47% since 1983

(1) 845.24 overtime hours from 1-1-87 to 3-29-87

(2) 9 part time employees through 3-20-87 worked 691 hours earning $2,591.81 @ no cost to County

AS PER ORIGINAL

III. Accounting Procedures

A. No Trust Fund accounting system; no ledger; no files established

B. No accounting system for all other Registry deposits; no ledger; no files established

C. Fee Officers Account not being balanced monthly

IV. Security

A. No security procedures for making daily deposits with the Treasurer

B. Records not locked up - adoptions, juvenile, terminations, etc.

C. All material submitted for evidence not secured

D. Too many personnel having access to closed records & keys

E. Inquest Proceedings not sealed, filed, labeled or stored properly

F. No system for managing in-take of Inquest Proceedings

V. Business and Operating

A. No one designated to handle purchasing

B. No one handling payroll

C. No one over-seeing equipment maintenance

D. No procedure manual

E. $2,414.77 in office supply expenses carried over from 1986 into 1987 budget

F. Judicial Reports not being submitted on time

VI. Equipment and Supplies

A. Inadequate copiers in both Divisions; no colater will get purchase bids as requested by A. Pressley

B. No files or cabinets that lock

C. Not enough typewriters

D. Not enough telephones

E. No work tables

02053

AS PER ORIGINAL

0032

VII. Office Space and Storage

A. Inadequate space for micrographics department

B. Inadequate storage room for materials submitted as evidence

C. Records stored in two basements are in disarray; need organizing

VIII. Fines and Court Costs

A. Not being collected from as far back as 1983

B. Estimated $250,000.00 outstanding

C. 80% of fines collected goes to Road & Bridge Fund

IX. Cleaning, maintenance, and general office repairs not being done

X. Education and Training for Personnel

A. Need for continuing training programs in the office

B. Need to provide opportunities for staff to attend seminars and training sessions

Corrective Measures since 1/2/87
*Indicates uncorrected problems

AS PER ORIGINAL

I. Organizational

A. Supervisory

1. Civil Division Chief Deputy now supervising only to limited extent due to fact there isn't enough staff. She still performs tasks that should be delegated to deputies.
2. Have Criminal Division Chief Deputy
3. Have named back up supervisors in both departments

B. Departmental

1/2 Currently establishing lines of responsibility and defined duties
3. Micrographics Department fully equipped and operating since February
4. Computer operative in Criminal Division

a. Deputy assigned to input full time
b. Five deputy clerks will work overtime for three to four Saturdays to input all disposed cases

*5. Not corrected due to insufficient number of personnel
6. Civil Division computer system scheduled to be operative July 1

C. Personnel

*1. Not corrected - staff shortage
*2. Not corrected - staff shortage
3. Greatly improved
4. Have assigned two deputies full time
*5. Not corrected - staff shortage
6. Corrected - transferred staff
*7. Not corrected - money not in budget

*II. Work Backlog - Not corrected due to lack of staff. Have attempted to correct problem by working overtime and hiring Job Training personnel

A. Overtime hours 1/1/87 to 3/29/87

664.84 hours of non exempt employees
180.40 hours of exempt employees

845.24 Total

B. Nine part time employees hired through Job Training since 1/2/87

691 hours worked through 3/20/87
x $3.75/hour
$2,591.81 wages earned at No Cost to Fort Bend County

0032

*III. Accounting Procedures - not corrected due to staff shortage

IV. Security

A. Measures established

B. Records secured

AS PER ORIGINAL

C. Secured

D. Corrected

E. Corrected

F. System established

V. Business and operating

A/C Administrative Secretary assumes as part of her duties

*D. Scheduled to begin writing manual 7/1/87

E. Can't correct; represents over 10% of 1987 budget for office supplies

*F. Personnel currently doing Report must do on overtime

VI. Equipment and Supplies

*A. Request more efficient equipment - see attached recommendation for new contract

B. Have modified equipment on hand and purchased one locked file

*C. No money in budget

D. Currently adequate

E. Transferred & purchased

VII. Office Space & Storage

A. Moved micrographics department to Annex basement

B. Targeted to work with D.A. on disposal of evidence no longer needed and reorganize current space to make adequate

*C. Not corrected; will take two weeks and three deputies to organize records; currently cannot spare personnel

02056

AS PER ORIGINAL

0032

*VIII. Fines and Court costs

A. Sending out letters weekly

B. Need to relieve deputy clerk of jury responsibilities to work on this; failure to do so costs the county money

IX. Being done continuously

X. Education and Training for Personnel

A. Schedule regular office meetings

B. As budget allows

THOMAS O. STANSBURY
JUDGE, 328TH DISTRICT COURT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

(713) 342-3411

April 15, 1987

AS PER ORIGINAL

TO: County Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Alton Pressley
Commissioner Bob Lutts
Commissioner Ben Denham

FROM: Thomas O. Stansbury

RE: District Clerk's request for personnel and equipment

GENTLEMEN:

I have been given a copy of the "Commissioner's Court Summary" submitted by Mrs. Ketelers. The requests in that summary are consistent with the needs I have heard expressed for several months from various members of that department. My observations of the office indicate that the requests being made of you are reasonable, and they should provide the improvements necessary to allow that office to perform efficiently.

I support her requests.

Thomas O. Stansbury
Judge, 328th District Court

(713) 342-3411

A. REAGAN CLARK
DISTRICT JUDGE
268TH JUDICIAL DISTRICT
RICHMOND, TEXAS 77469

April 16, 1987

AS PER ORIGINAL

The Honorable Jodie E. Stavinoha
The Honorable Johnnie Pustka
The Honorable Ben Denham
The Honorable Alton Pressley
The Honorable Bob Lutts

Dear Members of Commissioners' Court:

I have reviewed the Summary prepared by the District Clerk and I am in full support of her request for additional funding.

The improvements and changes that have been implemented in the Clerk's office this year are proving beneficial to the operation of the courts. The addition of much needed personnel and equipment will further improve the efficiency of the entire system.

I request that the Commissioners' Court of Fort Bend County fund the proposal as presented by the District Clerk, Glory Ketelers.

Thank you for your consideration.

Sincerely,

A. Reagan Clark

ARC/dnm

C. A. DICKERSON
DISTRICT JUDGE
240TH JUDICIAL DISTRICT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
342-3411

AS PER ORIGINAL

APRIL 16, 1987

THE HONORABLE JODIE E. STAVINOHA
THE HONORABLE JOHNNIE PUSTKA
THE HONORABLE BEN DENHAM
THE HONORABLE ALTON PRESSLEY
THE HONORABLE BOB LUTTS

DEAR MEMBERS OF COMMISSIONERS COURT:

AFTER CAREFUL CONSIDERATION OF THE SUMMARY PREPARED BY THE DISTRICT CLERK, I AM IN FULL SUPPORT OF HER REQUEST FOR ADDITIONAL FUNDS FOR HER DEPARTMENT.

THE CHANGES AND IMPROVEMENTS THAT HAVE BEEN MADE BY GLORY KETELERS SINCE THE FIRST OF THE YEAR HAVE BEEN HELPFUL TO THE OPERATION OF THE DISTRICT COURTS. DUE TO THE GREAT INCREASE IN CASELOADS OF THE DISTRICT COURTS, I FEEL THAT THE REQUEST FOR MORE PERSONNEL AND EQUIPMENT WILL FURTHER HELP THE OPERATIONS OF THE DISTRICT COURTS.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.

YOURS TRULY,

C. A. DICKERSON
JUDGE OF THE 240TH JUDICIAL DISTRICT

CAD/GWB

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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 County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

XX a. Maintenance, repair and construction of streets, roads, and drainage;

XX b. The enforcement of health regulations;

XX c. The enforcement of animal control;

XX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

AS PER ORIGINAL

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 9th day of April, 1987.

THE CITY OF NEEDVILLE

By: John A. Atkinson
MAYOR

ATTEST:

Michael Postek
CITY SECRETARY

SIGNED this 20 day of April, 1987.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Diane Wilson
COUNTY CLERK

Bid 87-23

(11) 02062

HI-WAY EQUIPMENT CO.

6203 Long Dr. at S. Wayside/P.O. Box 14174
Houston, Texas 77221/Phone (713) 649-0940

0032

AS PER ORIGINAL

Distributor for:
Gradall Excavators/Fiatallis Construction Equipment/Ferguson Rollers/Elgin Sweepers
Sullivan Air Compressors/Pettibone High Lifts/Eager Beaver Trailers/Wacker Equipment-Pumps

April 14, 1987

Commissioners Court
Fort Bend County
P O Box 368
Richmond, Texas 77469

Honorable Judge & Commissioners:

This letter is to respectfully inform you that although Hi-Way Equipment Company was low bidder, and the recipient of the bid award on a crawler dozer, due to circumstances beyond our control we are unable to deliver said dozer. If the court chooses to award this bid to another vendor, Hi-Way Equipment will not seek recourse through the courts.

Thank you for your kind consideration in this matter, and we remain a friend of Fort Bend County.

Very truly yours,

Hi-Way Equipment Company, Inc.

Gordon C Evans

Gordon Evans
Sales Representative

GE/gc
cc: John Hammet, Purchasing Agent
Stanley Kucherka, Drainage Dist. Superintendent

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTORS WITH BLADE
BID #87-23

COMPANY	BID PRICE	DELIVERY	PRICE GUARANTEE
*HI-WAY EQUIPMENT	$169,455.00	30 DAYS	30 DAYS
WAUKESHA-PEARCE	$178,792.00	60 DAYS	45 DAYS

*IF 24" SHOES ARE DESIRED DEDUCT $1,000.00.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to declare an emergency to advertise for one or more new crawler tractor with blade as stated in above motion. 0032

12. CONSIDER ACCEPTING OR REJECTING BIDS FOR THE PURCHASE OF ONE AUTOMOTIVE LIFT FOR THE COUNTY VEHICLE MAINTENANCE FACILITY (#87-30):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject bid (#87-30) and re-advertise for same.

13. ACCEPT SPECIFICATION AND AUTHORIZE THE ADVERTISING FOR BIDS FOR GASOLINES AND DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT: AS PER ORIGINAL

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept specifications and authorize the advertising for bids for gasoline and diesel for Fort Bend County and Fort Bend County Drainage District as presented by John Hammett, Purchasing Agent.

14. CONSIDER IMPLEMENTATION OF TRANSFERRING ACCRUED BENEFITS FOR EMPLOYEES WHO TRANSFER TO OTHER DEPARTMENTS:

Cancelled

RECESS:

Commissioners' Court recessed at 11:00 a.m.

15. MEET IN CLOSED SESSION TO DISCUSS LITIGATION - HUKE V. FORT BEND COUNTY (ARTICLE 6252-17, SECTION 2 (E), V.T.C.S.) TAKE ACTION IF NECESSARY:

Met in Closed Session.

No action taken.

16. 11:00 A.M.- DRAINAGE DISTRICT BOARD WILL CONVENE:

See attached Drainage District Board minutes.

RECONVENE:

Commissioners' Court reconvened at 11:40 a.m.

RECESS:

Commissioners' Court recessed at 11:45 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

17. 1:30 P.M.- OPEN AND CONSIDER BIDS ON THE SALE OF FOUR ACRES OF LAND OUT OF THE FRANK LESKOVEN 100-ACRE TRACT IN THE ROBERT E. HANDY 2-1/3 LABOR SURVEY IN FORT BEND COUNTY, TEXAS, WHICH SURVEY HAS ABSTRACT 187, AND IS FULLY DESCRIBED IN PATENT #19, VOL. 1, MORE COMMONLY REFERRED TO AS 2801 FM-2218, ROSENBERG, TEXAS, TOGETHER WITH ALL IMPROVEMENTS THEREON:

No bids

AS PER ORIGINAL

ALTERNATE PRICING FORMULA PROVIDING FOR WEEKLY ADJUSTMENT

PRICE: Bidders are required to bid a fixed price differential above or below the AVERAGE price posted for Regular Leaded, Regular Unleaded and Premium Unleaded in the weekly Oil Price Information Service, PAD # Rack Price for Houston, Texas published every Monday. Delivered price shall be determined by adjusting up or down from the average price shown on the report for the week in which delivery is made. The vendor shall furnish to the Purchasing Department a copy of the OPIS PAD 3 Report weekly.

02066

AS PER ORIGINAL

INVITATION FOR BIDS
GASOLINES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
(EXPIRES: 30 June 1988)

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
Fort Bend County Purchasing Dept.	87-34	4 - 20 - 87	1	4

Sealed bids 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, for furnishing the supplies and/or services described in the accompanying schedule, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M. _____19____ at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include Federal excise tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, do not telephone the Purchasing Department.

Product to be furnished must meet or exceed each and every one of the following specifications.

BID BOND: A bid bond in the amount of $1,000.00 must accompany bid. Bond to be forfeited by successful bidder in the event of non-compliance with Performance Bond requirements contained herein. Bid Bond may be in the form of a bond issue by any surety company licensed to conduct business in the State of Texas, or a Cashier's check payable to Fort Bend County. Checks will be returned, upon request, after receipt of Performance Bond from successful bidder.

TERM: This bid is for 6 months from the date of award and may be extended one time for 6 months if both parties agree.

County guarantees payment within 30 days after receipt of invoice by County Auditor.

PRICE: Bidders are required to bid a fixed price differential above or below the average price posted for that particular fuel in the Oil Price Information Service, PAD 3 Rack Prices for Houston, Texas. The first report to be published each month will provide the basis for pricing from the 15th of that month through the 14th of the following month, the price of fuel delivered during the contract period will be determined by applying the differential bid to the PAD 3 average price as shown on the monthly report. The contractor shall furnish the Purchasing Department with a copy of said report each month, as well as a letter of commitment for the period, no later than Thursday following the first Monday of the month.

PLEASE COMPLETE THE FOLLOWING:

PRICE BID (+ or -) OPIS PAD 3 AVERAGE FOR HOUSTON, TEXAS: REGULAR LEADED $_____; REGULAR UNLEADED $_____; PREMIUM UNLEADED $_____.

BY MY SIGNATURE HEREON, I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AND MEET ALL SPECIFICATIONS AS REQUIRED IN THIS INVITATION FOR BIDS.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER:_____

_____

TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER:_____

_____

NAME AND COMPLETE ADDRESS OF BIDDER:_____

_____

ALTERNATE PRICING FORMULA PROVIDING FOR WEEKLY ADJUSTMENT

PRICE: Bidders are required to bid a fixed price differential above or below the AVERAGE price posted for #2 Diesel in the weekly Oil Price Information Service, PAD 3 Rack Price for Houston, Texas published every Monday. Delivered price shall be determined by adjusting up or down from the average price shown on the report for the week in which delivery is made. The vendor shall furnish to the Purchasing Department a copy of the OPIS PAD 3 Report weekly.

INVITATION FOR BIDS
DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
(EXPIRES: 30 June 1988)

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
Fort Bend County Purchasing Dept.	87-35	4 - 20 - 87	1	4

Sealed bids 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, for furnishing the supplies and/or services described in the accompanying schedule, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M. _____19_____ at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include Federal excise tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, do not telephone the Purchasing Department.

Product to be furnished must meet or exceed each and every one of the following specifications.

BID BOND: A Bid Bond in the amount of $1,000.00 must accompany bid. Bond to be forfeited by successful bidder in the event of non-compliance with Performance Bond requirements contained herein. Bid Bond may be in the form of a bond issue by any surety company licensed to conduct business in the State of Texas, or a Cashier's check payable to Fort Bend County. Checks will be returned, upon request, after receipt of Performance Bond from successful bidder.

TERM: This bid is for 6 months from the date of award and may be extended one time for 6 months if both parties agree.

County guarantees payment within 30 days after receipt of invoice by County Auditor.

PRICE: Bidders are required to bid a fixed price differential above or below the average price posted for deisel fuel in the the Oil Price Information Service, PAD 3 Rack Prices for Houston, Texas. The first report to be published each month will provide the basis for pricing from the 15th of that month through the 14th of the following month, the price of fuel delivered during the contract period will be determined by applying the differential bid to the PAD 3 average price as shown on the monthly report. The contractor shall furnish the Purchasing Department with a copy of said report each month, as well as a letter of commitment for the period, no later than Thursday following the first Monday of the month.

Selling price shall not include Federal excise tax or tax on diesel fuel. Fort Bend County is tax exempt.

PLEASE COMPLETE THE FOLLOWING:

PRICE BID (+ or -) OPIS PAD 3 AVERAGE FOR HOUSTON, TEXAS: #2 DIESEL
$_____.

BY MY SIGNATURE HEREON, I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AND MEET ALL SPECIFICATIONS AS REQUIRED IN THIS INVITATION FOR BIDS.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER:_____

_____

TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER:_____

_____

NAME AND COMPLETE ADDRESS OF BIDDER:_____

_____

TEXAS GULF GAS CORP.

April 17, 1987

AS PER ORIGINAL

Commissioners Court
County of Fort Bend
P. O. Box 368
Richmond, Texas 77469

Reference: Vehicular Fuel Bid No. 87-17

Gentlemen:

During the past few weeks Texas Gulf Gas Corp. through its representative, Dave Topp, has visited with Mr. John Hammett regarding the technical language for fuel bids from both a Vendor's viewpoint as well as that of the County's. Mr Hammett has been most gracious and receptive to our comments.

We respectfully request that the Court give consideration to the following language in the areas of Pricing and Temperature Adjustment:

1. Pricing - "Vendor's invoice to the County shall be based on the OPIS average price published each Monday and will apply to all deliveries to the County during that same calendar week. To this amount will be added taxes, if any, and Vendor's bid margin contained herein."

2. Temperature Adjustment - "On all deliveries to the County of 5000 gallons or more the amount invoiced to the County will be based on temperature adjusted fuel to 60° F. (net gallons) at the time of loading."

Additionally, one item that has not been seriously addressed is whether the chosen supplier is able to perform during crisis periods. One way to determine this is to find out what year the bidding company was incorporated. Obviously, if a company has only been in business since 1980 or 81 it has no proven record of supplying its customers during times of short supply. We feel that such ability to deliver should be an integral part of the decision in awarding the fuel contract.

We will be pleased to entertain your questions or comments in this regard.

Respectfully submitted,

Dave Topp

Dave Topp
Petroleum Engineer

DT/jf

PHONE 713/747-6113 • 6734 WINTON ST. • P. O. BOX 1484 • HOUSTON, TEXAS 77251-1484

18. APPROVE BILLS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor.

AS PER ORIGINAL

19. ADJOURNMENT:

Commissioners' Court adjourned at 2:00 p.m. Monday, April 20, 1987.

AS PER ORIGINAL 02071

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987. 0032

On this the 20 day of April, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 20TH day of APRIL, 1987 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 SALE OF SURPLUS FENCE MATERIAL TO CITY OF BEASLEY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize, under the interlocal agreement, the Drainage District to sale surplus fence material to City of Beasley at fair market value (approx. $200.00)

2. MR. HERB APPEL, GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL, RE: CONSIDER RESOLUTION REAFFIRMING THE DRAINAGE DISTRICT'S POSITION AS THE COUNTY ENTITY TO PLAN AND IMPLEMENT A DRAINAGE PLAN FOR FORT BEND COUNTY, AND THE APPOINTMENT OF A COUNTY-WIDE TASK FORCE OF ADVISORS TO THE DRAINAGE BOARD:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, to accept resolution reaffirming the Drainage District's position as the County entity to plan and implement a Drainage plan for Fort Bend County, and the appointment of a county-wide task force of advisors to the Drainage Board. (Recorded in minutes in full)

SUBSTITUTE MOTION

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting no, it is ordered to substitute motion and postpone until April 27 for further study.

Herb Appel and Mike Schafer representing F.B.E.D.C. discussed the resolution and need for a task force.

3. REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the MARCH Drainage District monthly report as presented by Stanley Kucherka, County Engineer.

4. ADJOURNMENT:

Drainage District Board was adjourned at 11:40 a.m.

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
MAR 26 1987
COUNTY JUDGE

25 March, 1987

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

Re: Sale or donation of fence materials to the Town of Beasley

Dear Judge Stavinoha:

Reference is made to your letter dated March 23, 1987 concerning the above stated matter.

This office is unaware of any provision that would allow Fort Bend County to donate the fence materials to the Town of Beasley. However, under the Interlocal Agreement Act, this office is of the opinion that Fort Bend County could sell the fence materials to the Town of Beasley for some determined market value, this is assuming that they have entered into an agreement this year with the Drainage District.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Mr. Sam W. Dick, District Attorney
Mr. Stanley Kucherka, County Engineer

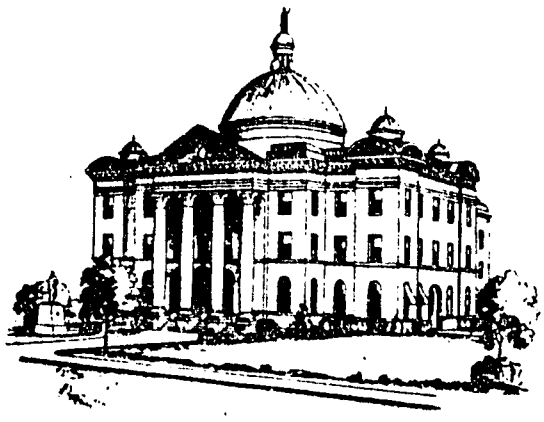
COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

02074

AS PER ORIGINAL

0032

Office of
JODIE E. STAVINOHA
County Judge



P. O. Box 368
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

March 23, 1987

Mr. Larry Wagenbach
Assistant District Attorney
400 S. Sixth St.
Richmond, Texas 77469

Dear Larry:

In reference to the attached request from Mayor Ervin Randermann, Jr., Town of Beasley, please let me know if Fort Bend County can donate or sell the fence material to the Town of Beasley.

Yours very truly,

Jodie

Jodie E. Stavinoha
County Judge

JES:nl

Enclosure

cc: Mr. Stanley Kucherka

Town of Beasley
P. O. BOX 122
Beasley, Texas 77417

02075

0032

March 17, 1987

Jodie Stavinoha
County Judge
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

AS PER ORIGINAL

Dear Judge Stavinoha:

I have been told that the Fort Bend County Drainage District has taken down approximately seven hundred feet of four foot high hurricane fence material.

I would like to know if it would be possible for the county to donate this material to the town or if it could be purchased by the town.

Thanks for your consideration in this matter.

Sincerely,

Ervin Randermann, Jr.

Ervin Randermann, Jr.
Mayor

RECEIVED
MAR 19 1987

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL
ONE FLUOR DRIVE • SUGAR LAND, TEXAS 77478 • TELEPHONE: (713) 242-0000

02076

0032

April 14, 1987

AS PER ORIGINAL

Fort Bend County Commissioner Pct 1
Johnnie Pustka
P. O. Box 148
Richmond, Texas 77469

Dear Johnnie:

The Greater Fort Bend Economic Development Council has been examining various aspects of our county's infrastructure and the agencies that control them.

Our studies conclude that drainage is one of the most important infrastructure elements reviewed by existing and potential business and industry when they evaluate our county as a place to expand, relocate or start a new venture.

We want to emphasize our support for the County Drainage District as the controlling entity for centralized drainage planning and implementation for all areas of the county (e.g. cities, levee improvement districts, drainage districts and municipal utility districts). To that end, we propose that the attached resolution be adopted and the recommended Task Force implemented in order to help deal with drainage matters on a unified, centralized basis.

Stanley Kucherka has reviewed our proposal and Judge Stavinoha has placed this item on the Drainage Board Agenda for Monday, April 20. I hope you will be able to support this reaffirmation of your central authority and willingness to deal with these issues by a vote for this resolution on Monday.

In the meantime if I can answer any questions please do not hesitate to call.

Sincerely,

Herb Appel
President

HA:ac
Enclosure

cc: Judge Stavinoha
Stanley Kucherka

FORT BEND COUNTY DRAINAGE DISTRICT PROPOSALS

The Fort Bend County Drainage District (the "District") is a governmental agency and body politic and corporate established under Section 59 of Article XVI of the Constitution of Texas by Article 8280-136, Texas Revised Statutes (the "Act"). The boundaries of the District are co-terminous with the boundaries of Fort Bend County and the Commissioners Court of Fort Bend County is designated as the governing body of the District.

The District was created for the purpose of reclamation and drainage of its overflowed lands and other lands needing drainage. In addition to specifically enumerated powers, the Commissioners Court is "empowered to do any and all things necessary to carry out the aims and purposes of this Act." By the terms of the Act, the vote confirming the creation of the District abolished all other drainage districts situated in Fort Bend County. The effect of the Act is to make the District the primary drainage authority in Fort Bend County.

During the past ten (10) years the County has experienced one of the fastest growth rates within the United States. This dramatic growth combined with the historical and naturally occurring drainage conditions has caused drainage problems throughout the County. Since the solutions to most drainage problems require action outside of the jurisdiction of the local political subdivision, it is clear that a centralized drainage program is required.

It is proposed that the Commissioners Court of Fort Bend County (the "Court") as the governing body of the District reaffirms its position as the County entity to plan and implement a drainage plan for all areas of Fort Bend County (e.g., cities, levee improvement districts, drainage districts and municipal utility districts).

This affirmation of the District's position to solve drainage matters throughout the County may be accomplished as follows:

(1) The release of the master drainage plan of Fort Bend County prepared by Espey, Huston & Associates, Inc. should evidence the intent of the District to coordinate the solution of the drainage problems in Fort Bend County;

(2) Uniform drainage criteria should be adopted for all drainage facilities and systems located and operating within the County; and

(3) A Task Force composed of technical experts and representatives of affected groups should be appointed by the District for the following purposes:

(a) to meet and work with officials of other political subdivisions to effectuate solutions to drainage problems within their boundaries in the context of the overall drainage program;

(b) to review and recommend a uniform design criteria of drainage facilities and systems;

(c) to recommend a division of responsibility for approval of plans, construction, financing, and operation and maintenance of the various components of the drainage system among the District and the affected political subdivisions; and

(d) to recommend various methods for the construction and financing of the District's portion of the drainage system, such as the recently formed non-profit Fort Bend Flood Control Water Supply Corporation with five (5) directors from throughout the County.

HAH2(m)

DRAINAGE DISTRICT TASK FORCE

AS PER ORIGINAL

The following is a list of recommended entities to be involved as members of the Drainage District Task Force:

Association of Consulting ~~Mechanical~~ CIVIL Engineers

City of Missouri City

City of Richmond

City of Rosenberg

City of Stafford

City of Sugar Land

Developers Council of Greater Houston Home Builders Assoc.

Fort Bend Chamber of Commerce

Fort Bend County Drainage District

Fort Bend Flood Control Water Supply Corporation

Greater Fort Bend Economic Development Council

Rosenberg/Richmond Chamber of Commerce

DRAINAGE 2/
02081
AS PER ORIGINAL
0032

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HAH2(m)

AS PER ORIGINAL

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Developers Council of Greater Houston Home Builders Assoc.

Fort Bend Chamber of Commerce

Fort Bend County Drainage District

Fort Bend Flood Control Water Supply Corporation

Greater Fort Bend Economic Development Council

Rosenberg/Richmond Chamber of Commerce

3/
02085

COUNTY OF FORT BEND

Drainage District

AS PER ORIGINAL

0032

Stanley L. Kucherka, Jr. P.E., Chief Eng. & Mgr.
Daniel E. Gerken, P.E., First Asst. Eng.
Mark A. Vogler, Asst. Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3417 Avenue F
Phone: 342-2863

MONTHLY REPORT

MARCH, 1987

An emphasis was placed on herbicide application during the first week of March. During this time, Banvel 720 continued to be applied to various streams in rural areas. The use of this pesticide ceased before 9:30 A.M. on March 10. A total of thirty-eight (38) channels were treated. Some of those included Snake Creek I-C and most of its tributaries, Gapps Slough, Flewellen Ditch, Fairchilds Creek and Willow Fork of Buffalo Bayou.

After March 10, Dowpon and Roundup herbicides were applied in limited areas mainly for the control of small willow trees and cattails. These areas included locations on Keegans Bayou and Gapps Slough.

A complete list of all streams receiving herbicide applications is included later in this report.

Shredding was also done during March, but primarily after the tenth. A total of nineteen streams including Coon Creek, Sugarland Ditch, Turkey Creek I-D and ditches in the City of Meadows were worked. A list of all streams that received shredding is also included later in this report.

The District's grass seeding efforts continued during March. Seed was planted on Buffalo Creek and Rabbs Bayou. Dry weather conditions dictated the use of watering efforts most of the month.

The bridge crew completed bridges on Rabbs Bayou, as well as constructed several new watergates. Extensive fence building was also done on Rabbs Bayou on areas where the previous removal of fences was required to make room for the levelling of spoil dirt.

The excavation of Buffalo Creek continued where sixteen thousand, three hundred (16,300) cubic yards of dirt were dug. An existing culvert crossing was also reconstructed to allow for the increased capacity of the channel. The Northwest 41 dragline worked on this project.

The Northwest 9570 dragline was hampered by high water from the Brazos River in Cow Creek during most of March. A total of only two thousand (2,000) cubic yards were dug.

The Linkbelt LS-128 dragline worked on Dry Creek until March 20. Approximately eleven thousand, eight hundred (11,800) cubic yards were dug. Some bulldozer and motor grader work was also done.

AS PER ORIGINAL 02086

0032

The Rabbs Bayou project also continued during March. Shirley Construction Company dug forty-eight thousand cubic yards. Various District equipment worked to level spoil dirt, build bridges and watergates and to plant grass on sideslopes.

The Lower Oyster Creek project continued with Rebel Contractors digging twenty-five thousand, four hundred (25,400) cubic yards.

The District's Linkbelt LS-98 dragline continued on Stafford Run Creek. Approximately thirteen thousand (13,000) cubic yards were dug.

The following charts show the projects and equipment use accomplished during March, 1987.

AS PER ORIGINAL 02087

0032

HEAVY EQUIPMENT

Buffalo Creek I-B-3	
Northwest 41 Dragline	3/3-3/31
Caterpillar D-6 Bulldozer	3/26-3/31
Linkbelt LS-2800 Excavator	3/5-3/9, 3/12-3/18
Coon Creek II-B-3	
Rapier NCK-305 Dragline	3/6
Cottonwood Creek II-B-24	
Linkbelt LS-2800 Excavator	3/10
Cow Creek II-A	
Fiat Allis FG-85 Motor Grader	3/20-3/24
Northwest 9570 Dragline	3/17-3/19
Dry Creek II-B-2	
Fiat Allis FD-20 Bulldozer	3/12-3/20
Linkbelt LS-128 Dragline	3/3-3/19
Koehring K-305 Dragline	3/12-3/13
Fiat Allis FD-16 Bulldozer	3/3-3/31
Champion 710 Motor Grader	3/9, 3/16-3/17, 3/27-3/31
Linkbelt LS-2800 Excavator	3/11, 3/30-3/31
Dutch John Creek II-B-1	
Linkbelt LS-2800 Excavator	3/3
Gapps Slough II-B-2-a	
Ruston-Bucyrus RB-22 Dragline	3/11
Jackson Ditch	
Fiat Allis FD-20 Bulldozer	3/26-3/31
Keegans Bayou VII	
Linkbelt LS-2800 Excavator	3/10
Rabbs Bayou II-D	
Fiat Allis FD-20 Bulldozer	3/23-3/25
International TD-25 Bulldozer	3/3-3/31
Fiat Allis FD-20 Bulldozer	3/3-3/7, 3/28-3/31
Fiat Allis FD-30 Bulldozer	3/16-3/31
Rapier NCK-305 Dragline	3/3-3/5, 3/10-3/31
Ruston Bucyrus RB-22 Dragline	3/12-3/31
Linkbelt LS-128 Dragline	3/25-3/31
Caterpillar D-6 Bulldozer	3/3-3/25
Champion 710 Motor Grader	3/18-3/26

Snake Creek I-C
Linkbelt LS-2800 Excavator 3/3-3/5, 3/19

Stafford Run Creek II-K-1
Linkbelt LS-98 Dragline 3/3-3/31

AS PER ORIGINAL

02089

0032

HERBICIDE APPLICATION

AS PER ORIGINAL

Aylor Ditch II-NN

112	3/9
118	3/9

Big Creek II-B

126	3/3-3/6
129	3/3-3/6
242	3/3-3/5

Coon Creek II-B-3

102	3/19
129	3/19

Cottonwood Creek II-B-24

102	3/18-3/19
129	3/18-3/19

Deer Creek II-B-5

105	3/3
109	3/3
129	3/9
229	3/3

Dry Branch I-E

125	3/9

Dry Branch Lateral I-E-1-a

125	3/6

Dry Branch Lateral I-E-1-b

125	3/6

Dry Creek II-B-2

119	3/3
122	3/3
124	3/3
230	3/3

Duvall Ditch Lateral (Orchard Railroad Ditch)

146	3/9

Fairchilds Creek II-B-10

105	3/3-3/4
109	3/3-3/4
229	3/3-3/4

Fairchilds Creek Lateral II-B-10-b

105	3/9
229	3/9

AS PER ORIGINAL

Flewellen Ditch II-E-10

115	3/6-3/9
116	3/4-3/9
158	3/4

Flewellen Ditch Lateral II-E-10-b

116	3/5-3/6
158	3/5-3/6

Fulshear Creek II-F

112	3/9
118	3/9
119	3/5
122	3/5-3/7
124	3/5-3/6
230	3/5

Gapp Slough II-B-10-a

119	3/3-3/5, 3/20
122	3/3-3/5
124	3/3-3/4
126	3/19
230	3/3-3/4
242	3/19-3/20

Guy Creek I-A-1

126	3/9-3/10
242	3/9-3/10
231	3/10

Hady Creek II-F-2

119	3/6-3/9
122	3/9
124	3/9
230	3/9

Keegans Bayou VII

112	3/20
118	3/20

Red Gully II-K-9

116	3/3
158	3/3

Snake Creek I-C

101	3/3-3/6
103	3/3-3/6
108	3/3-3/4, 3/6
110	3/3-3/6
125	3/3
231	3/3-3/6

AS PER ORIGINAL

Snake Creek Lateral I-C-2

101	3/9
103	3/7-3/9
231	3/9

Snake Creek Lateral I-C-3

231	3/9

Snake Creek Lateral I-C-6-a-1

108	3/9
110	3/9

Snake Creek Lateral I-C-7

231	3/5

Snake Creek Lateral I-C-7-b

231	3/5

Snake Creek Lateral I-C-7-b-1

231	3/5

Snake Creek Lateral I-C-8

101	3/5
103	3/5

Snake Creek Lateral I-C-10

110	3/7-3/9
231	3/7

Snake Creek Lateral I-C-11

108	3/6-3/9
110	3/6-3/7
231	3/7

Snake Creek Lateral I-C-12

108	3/4
110	3/4

Snake Creek Lateral I-C-12-a

125	3/6

Snake Creek Lateral I-C-13

125	3/5

Turkey Creek Lateral I-D-2

125	3/9

Turkey Creek II-A-2

102	3/5-3/6
105	3/5-3/6
109	3/5-3/9
229	3/5-3/6

02092

0032

Turkey Creek Lateral II-A-2-c

102	3/6
105	3/5
109	3/5
229	3/5

Willow Fork of Buffalo Bayou V-A

112	3/3-3/4, 3/6
118	3/3-3/6
146	3/3-3/6

AS PER ORIGINAL

Willow Fork of Buffalo Bayou Lateral V-A-6

146	3/3

02093

SHREDDERS

0032

Coon Creek II-B-3

107	3/19-3/31
127	3/18-3/31
512	3/30-3/31

Cottonwood Creek II-B-24

107	3/13-3/18
127	3/12-3/16
512	3/12-3/27

AS PER ORIGINAL

Dry Branch I-E

130	3/23-3/30
514	3/25-3/27
518	3/23-3/30

East Bernard Railroad Ditch

130	3/19-3/20
514	3/19
518	3/18-3/20

Fairchilds Creek II-B-10

107	3/9-3/10
127	3/9-3/10
512	3/9-3/10

Highway 36 Railroad Ditch

117	3/16, 3/18

Jackson Ditch

130	3/23

Meadows Ditches

117	3/24-3/31
243	3/25-3/30

Mission Bend Ditches

117	3/20-3/23
243	3/20-3/23

Mound Creek I-A-2

120	3/10-3/12
123	3/10-3/12

Mustang Bayou IV

111	3/3-3/31
121	3/3-3/31
515	3/10-3/31

Pecan Bend Ditches

517	3/24-3/31

Pecan Grove Subdivision Ditch

117	3/19
243	3/18-3/19

San Bernard River Lateral I-L

130	3/30-3/31
518	3/30-3/31

Sbrusch Ditch I-K

130	3/16-3/18
518	3/16-3/18

PER ORIGINAL

Sugarland Ditch II-DD

113	3/18-3/31
513	3/18-3/30

Turkey Creek I-D

120	3/12-3/31
123	3/12-3/31
130	3/11
514	3/20-3/24, 3/30-3/31
518	3/11

Turkey Creek Lateral I-D-6

130	3/12-3/16
514	3/13-3/18
518	3/12-3/16

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 27, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meeting of April 20, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: accept check in the amount of $107.11 from ESIS, Inc. for damages to patrol vehicle and rebudget into General Fund.

6. Mr. Sam Dick, District Attorney, re: request approval of an additional HGAC grant.

7. Ms. Glory Ketelers, District Clerk, re: request additional equipment.

8. Consider proposals for roof repairs to Courthouse.

9. Mr. Chris DiStefano, Architect, re: presentation of final plans and set bid opening date for Courthouse Annex II.

10. Consider extension of sick leave for employee of Juvenile Probation Dept.

11. Consider application from City of Sugar Land to lay a sewer line along and across a drainage ditch near Hwy. 90 & Industrial Blvd. in Prct. 3.

12. Consider cancelling approval of plat of Riverwood, Section 3.

13. Consider acceptance of check reimbursement to Precinct 2 from City of Needville.

14. Approve damage payment to utility company.

15. Authorize advertising for bids for the following: (1) Weed, brush & insect control materials; (2) Road materials - earthen derivative; (3) Road materials - petrochemical derivative; (4) Cleaning supplies and paper products; (5)Annual typewriter maintenance contracts; (6) Culverts; (7) Bridge materials (8) Sale of soil.

16. Meet in Closed Session to discuss (1) Litigation - (a) consider compromise and settlement for loss of County property; (b) consider possible litigation on County bid contracts; (2) Personnel - consider creation of position. Take action if necessary.

17. 1:30 p.m. - Open bids for the purchase of one or more new emergency message recording system with or without trade-in (#87-31).

18. Approve bills.

19. Adjournment.

FILED FOR RECORD
TIME 2:55 A.M. P.M.
APR 23 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 23, 1987 at 3:05 p.m. by N. Findley.

02096

ADDENDUM TO AGENDA
OF MONDAY, APRIL 27, 1987

AS PER ORIGINAL

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

0032

The following item should be added to the Commissioners Court agenda of April 27th:

CONSIDER APPROVAL OF PROPOSED DISCOUNTS AND EXEMPTIONS FOR 1987 TAXES.

FILED FOR RECORD
TIME 8:55 A.M.

APR 24 1987

Diane Wilson
County Clerk, Fort Bend Co Tx

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 Friday, April 24, 1987 at 9:00 A.M. by N. Hardy.

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, APRIL 27, 1987
11:00 O'CLOCK A.M.

1. Consider resolution from Greater Fort Bend Economic Development Council reaffirming the Drainage District's position as the County entity to plan and implement a Drainage Plan for Fort Bend County, and appoint a county-wide Task Force of Advisors to the Drainage Board.

2. Consider granting an exemption to the competitive bidding requirements of Art. 2368A.5 V.A.T.S. due to the requirement to purchase items (bulldozer parts) made necessary by unforeseen damage to public property.

3. Adjournment.

FILED FOR RECORD
TIME 2:55 A.M. P.M.
APR 23 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 23, 1987 at 3:05 p.m. by N. Lindsey.

AS PER ORIGINAL

REGULAR SESSION

BE IT REMEMBERED That on this 27TH day of APRIL, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

A letter from the Texas Justice Court Training Center was read in court in regards to Judge Jim Adolphus having completed a forty hour course in the duties of the office of Justice of the Peace Precinct #4. (Recorded in minutes in full)

1. APPROVE MINUTES OF MEETING OF APRIL 20, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of April 20, 1987.

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 EMERGENCY MEDICAL SERVICES and COUNTY CLERK. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

District Attorney
Library
Auditor
Justice of the Peace #3
County Clerk

5. SHERIFF GUS GEORGE, RE: ACCEPT CHECK IN THE AMOUNT OF $107.11 FROM ESIS, INC. FOR DAMAGES TO PATROL VEHICLE AND REBUDGET INTO GENERAL FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $107.11 from ESIS, Inc. for damages to patrol vehicle and rebudget into General Fund.

02099

AS PER ORIGINAL

0032

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

April 15, 1987

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of April 7-10, 1987, Judge Jim Adolphus successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

We at the Training Center realize how important it is to you and the people you serve to insure that your county Justices of the Peace are properly trained and equipped to carry out the duties and obligations of the office. As almost ninety percent of our citizenry have their one and only contact with a lower court judge, it is imperative that this contact be as judicious as possible.

You may wish to enter this letter in the minutes of your next commissioners court meeting in order that it may become a permanent record. If we at the Training Center can ever be of assistance, please do not hesitate to call.

Sincerely,

Scott C. Smith
Executive Director

RECEIVED
APR 20 1987
COUNTY JUDGE

3

AS PER ORIGINAL

02100

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 27 day of April, 1987, at a Regular Session of the Commissioner's Court, the following members being present:

0032

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 25, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted November 25, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

County Clerk DEPT.	FROM	TO	INCREASE (DECREASE)
Conference 0701	3505.00	4505.00	1000.00
Office Supplies 1062	97,000.00	96,000.00	(1000.00

DATE: 4-27-87

DEPARTMENT HEAD: Dianne Wilson

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

3

AS PER ORIGINAL 02101

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

0032

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

EMS 0034 DEPT.	FROM	TO	INCREASE (DECREASE)
Gas and Oil (7005)	20,000	15,000	(5000)
Medical Supplies (1065)	25,000	20,000	(5000)
Mtr. Equip. Repair (7019)	15,000	25,000	10,000

DATE: 4/23/1987

DEPARTMENT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

4
02102

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 22 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

John Healey

Period: Date of Departure June 11, 1987

Date of Return June 26, 1987

Purpose of Trip: to attend Career Prosecutor Course, National College of District Attorneys, University of Houston Law Center, Houston

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Jack Healey
Name

4-21-87
Date

Assistant Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

4-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02103

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

RECEIVED
APR 22 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Allen Mutchler

Period: Date of Departure May 20, 1987

Date of Return May 21, 1987

Purpose of Trip: to attend I.A.C.C.I. Credit Card Crime 1987 Seminar, Dallas, Texas

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name

Date

Chief Investigator, District Attorney's Office
Title

* *

Approved: Commissioners' Court

4-21-87 J Stavinoha
County Judge
for pre registration

4-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02104

AS PER ORIGINAL Fund #49

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

DORIS WOLF

Period: Date of Departure 5-27-87

Date of Return 5-29-87

Purpose of Trip: Texas College of Probate

Places to be Visited: El Paso

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Dianne Wilson
Name

4-23-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-27-87
Date

Texas College of Probate will pay Dianne's expenses

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

02105

0032

COUNTY OF FORT BEND

RECEIVED APR 21 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

JUDGE ROBERT STAHL

Period: Date of Departure JUNE 03, 1987

Date of Return JUNE 07, 1987

Purpose of Trip: TO ATTEND THE 43RD ANNUAL CONFERENCE AND SEMINAR OF THE JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION

Places to be Visited: SAN ANTONIO, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) AIRLINE OR AUTO

Name

APRIL 16, 1987
Date

JUSTICE OF THE PEACE, PCT. 3
Title

* *

Approved: Commissioners' Court

County Judge

4-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 02106

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 21 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Robert Grayless

Period: Date of Departure May 12, 1987

Date of Return May 15, 1987

Purpose of Trip: County Auditors' Institute

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Joyce Tompkins
Name

April 21, 1987
Date

Auditor
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

02107

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Roman S. Bohachevsky

Period: Date of Departure April 22, 1987

Date of Return April 22, 1987

Purpose of Trip: Hearing at the Texas State Library

Places to be Visited: Texas State Library, Austin, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal auto

Roman S. Bohachevsky
Name

4-20-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha 4/21/87
County Judge
Emergency

4-27-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL

(5)

02108

0032

STATE OF TEXAS COUNTY OF FORT BEND

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

April 21, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, April 27, 1987.

1) Accept check in the amount of $107.11 from ESIS, Inc. a CIGNA Company for damages to patrol vehicle involved in an automobile accident with their insured, and rebudget into the General Fund.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

6. MR. SAM DICK, DISTRICT ATTORNEY, RE: REQUEST APPROVAL OF AN ADDITIONAL HGAC GRANT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve submission of an additional HGAC grant of $65,000 as presented by Sam Dick, District Attorney. (Recorded in minutes in full)

7. MS. GLORY KETELERS, DISTRICT CLERK, RE: REQUEST ADDITIONAL EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to authorize additional funds of $4,700 for additional equipment as requested by Glory Ketelers, District Clerk. Funds to come from Contingency Fund and general fund-office equipment.

8. CONSIDER PROPOSALS FOR ROOF REPAIRS TO COURTHOUSE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept proposal from Lance Roof Inspection to write the specifications at a cost of $1,500 and inspect the actual work at a cost of $1,200 per week for repair of the Courthouse roof. (Recorded in minutes in full)

9. MR. CHRIS DISTEFANO, ARCHITECT, RE: PRESENTATION OF FINAL PLANS AND SET BID OPENING DATE FOR COURTHOUSE ANNEX II:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set bid opening date on June 3 at 1:30 p.m. in Commissioners Court Room, Annex for the construction of Courthouse Annex II.

Chris DiStefano, Architect presented the final plans.

10. CONSIDER EXTENSION OF SICK LEAVE FOR EMPLOYEE OF JUVENILE PROBATION DEPT.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize extension of sick leave of 43 hours for Carol Thornton, Juvenile Probation employee. (Recorded in minutes in full)

Motion rescinded see Commissioner minutes 5/4/87

11. CONSIDER APPLICATION FROM CITY OF SUGAR LAND TO LAY A SEWER LINE ALONG AND ACROSS A DRAINAGE DITCH NEAR HWY. 90 & INDUSTRIAL BLVD. IN PRCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from City of Sugar Land to lay a sewer line along and across a drainage ditch near HWY. 90 and Industrial Blvd. in Prct.3. (Recorded in minutes in full)

12. CONSIDER CANCELLING APPROVAL OF PLAT OF RIVERWOOD, SECTION 3:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that no action be taken on plat for Riverwood, Section 3.

AS PER ORIGINAL

RESOLUTION NUMBER 6

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS " Prosecution Management Support System ."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Prosecution Management Support System, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Prosecution Management Support System.

PASSED AND APPROVED, this 27th day of April, 1987.

COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number 6 adopted by the Fort Bend County COMMISSIONERS, April 27, 1987.

AS PER ORIGINAL

02111

OMB Approval No. 0348-0043

FEDERAL ASSISTANCE

0032

1. TYPE OF SUBMISSION (Mark appropriate box)
- [ ] NOTICE OF INTENT (OPTIONAL)
- [ ] PREAPPLICATION
- [X] APPLICATION

2. APPLICANT'S APPLICATION IDENTIFIER
a. NUMBER
b. DATE (Year month day) 1987 05 01

3. STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE)
a. NUMBER
b. DATE ASSIGNED (Year month day) 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: District Attorney
c. Street/P.O. Box: 500 Jackson Street
d. City: Richmond
e. County: Fort Bend
f. State: Texas
g. ZIP Code: 77469
h. Contact Person (Name & Telephone No.): H. C. Gregory (713) 341-4460

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
a. NUMBER 8 8 . 0 0 4
MULTIPLE [ ]
b. TITLE Prosecution Management Support System

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Prosecution Management Support System: To provide rapid access to accurate data, allowing the staff to distribute caseload efficiently, track cases actively insuring timely action on all cases and evaluate staff performance.

8. TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—School District; G—General Purpose District; H—Community Action Agency; I—Higher Education Institution; J—Indian Tribe; K—Other (Specify)
Enter appropriate letter: D

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.): Fort Bend County

10. ESTIMATED NUMBER OF PERSONS BENEFITING: 190,000

11. TYPE OF ASSISTANCE
A—Basic Grant; B—Supplemental Grant; C—Loan; D—Insurance; E—Other
Enter appropriate letter(s): A

12. PROPOSED FUNDING

a. FEDERAL	$ 33,161 .00
b. APPLICANT	31,841 .00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 65,002 .00

13. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT 002
b. PROJECT 002

14. TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation
Enter appropriate letter: A

15. PROJECT START DATE (Year month day) 1987 09 01

16. PROJECT DURATION 12 Months

17. TYPE OF CHANGE (For 14a or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)
N/A
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY (Year month day) 1987 05 01

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER: N/A

a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b. ADMINISTRATIVE CONTACT (IF KNOWN): Bobby Riggs

c. ADDRESS
P. O. Box 12428
Austin, Texas 78711

21. REMARKS ADDED [ ] Yes [X] No

SECTION I—APPLICANT/RECIPIENT DATA

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.

a. YES. THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE 05-01-87

b. NO. PROGRAM IS NOT COVERED BY E.O. 12372 [ ]
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
b. SIGNATURE: Jodie E. Stavinoha

SECTION III—FEDERAL AGENCY ACTION

24. APPLICATION RECEIVED (Year month day) 19

25. FEDERAL APPLICATION IDENTIFICATION NUMBER

26. FEDERAL GRANT IDENTIFICATION

27. ACTION TAKEN
- [ ] a. AWARDED
- [ ] b. REJECTED
- [ ] c. RETURNED FOR AMENDMENT
- [ ] d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE
- [ ] e. DEFERRED
- [ ] f. WITHDRAWN

28. FUNDING

a. FEDERAL	$ .00
b. APPLICANT	.00
c. STATE	.00
d. LOCAL	.00
e. OTHER	.00
f. TOTAL	$ .00

29. ACTION DATE (Year month day) 19

30. STARTING DATE (Year month day) 19

31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)

32. ENDING DATE (Year month day) 19

33. REMARKS ADDED [ ] Yes [ ] No

NSN 7540-01-008-8162

STANDARD FORM 424 (REV. 4-88)

DETACH AND, AS NECESSARY, STAPLE TO ABOVE SHEET.

SECTION IV–REMARKS *(Please reference the proper item number from Sections I, II or III, if applicable)*

AS PER ORIGINAL

02112

0032

CJD-2

AA PER ORIGINAL 02113

GENERAL INSTRUCTIONS FOR THE SF-424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted in accordance with OMB Circular A-102. It will be used by Federal agencies to obtain applicant certification that states which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process have been given an opportunity to review the applicant's submission.

0032

APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I with the exception of Box 3, "State Application Identifier." If an item is not applicable, write "NA." If additional space is needed, insert an asterisk "* 'd use Section IV. An explanation follows for each item:

Item

1. Mark appropriate 'n and application are described in OMB Circular 'ncy program instructions. Use of this form 'e option. Federal agencies do not require .

2a. Applicant's ow

2b. Date Section I is p.

3a. Number assigned by

3b. Date assigned by State.

4a–4h. Legal name of applicant, nan 't which will undertake the assistance activi 'ant, and name and telephone number of further information about this request.

5. Employer Identification Number (EIN) Internal Revenue Service.

6a. Use Catalog of Federal Domestic Assistance to program under which assistance is reque program (e g , joint funding), check "multiple" a IV. If unknown, cite Public Law or U.S. Code.

6b. Program title from CFDA. Abbreviate if necessary.

7. Use Section IV to provide a summary description of the appropriate, i e., if project affects particular sites as, for construction or real property projects, attach a map showi project location.

8. "City" includes town, township or other municipality.

9. List only largest unit or units affected, such as State, county, or city.

10. Estimated number of persons directly benefiting from project.

11. Check the type(s) of assistance requested.

A. Basic Grant—an original request for Federal funds.

B. Supplemental Grant—a request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share).

E. Other. Explain in Section IV.

12. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of the change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 12a—amount requested from Federal Government. 12b—amount applicant will contribute. 12c—amount from State, if applicant is not a State. 12d—amount from local government, if applicant is not a local government. 12e—amount from any other sources, explain in Section IV.

13b. The district(s) where most of action work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."

14. A. New. A submittal for project not previously funded.

B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.

C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).

D. Continuation. An extension for an additional funding/budget period for a project with a projected completion date.

'ugmentation. A requirement for additional funds for a project 'viously awarded funds in the same funding/budget period. 't nature and scope unchanged.

date project expected to begin (usually associated with of availability of funding).

of months to complete project after Federal funds

17. 's (item 14c), or augmentations (item 14e).

18. 'n must be submitted to Federal agency 'n consideration.

19. Name agency to which this request is address 'sible the name of the office to which the

20. Existing Feder this is not a new request and directly rel 'tion. Otherwise, write "NA."

21. Check appropriate b of form contains remarks and/or addition

REFER TO SUPPLEMENTAL INSTRUCTIONS for SF-424 SECTIONS I, II, III

APPLICANT PROCEDURES FOR SECTION II

Applicants will always complete either item 22a or 22b *and* items 23a and 23b.

22a. Complete if application is subject to Executive Order 12372 (State review and comment).

22b. Check if application is not subject to E.O. 12.

23a. Name and title of authorized representative of legal applicant.

FEDERAL AGENCY PROCEDURES FOR SECTION III

Applicant completes only Sections I and II. Section III is completed by Federal agencies.

26. Use to identify award actions.

27. Use Section IV to amplify where appropriate.

28. Amount to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 28a—amount awarded by Federal Government. 28b—amount applicant will contribute. 28c—amount from State, if applicant is not a State. 28d—amount from local government, if applicant is not a local government. 28e—amount from any other sources, explain in Section IV.

29. Date action was taken on this request.

30. Date funds will become available.

31. Name and telephone number of agency person who can provide more information regarding this assistance.

32. Date after which funds will no longer be available for obligation.

33. Check appropriate box as to whether Section IV of form contains Federal remarks and/or attachment of additional remarks.

CJD-3

AS PER ORIGINAL

OMB No. 80-R0 190

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body Houston-Galveston Area Council
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
X Yes ____ No

Name of Agency or Board Houston-Galveston Area Council
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ____ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ____ No

Name of Approving Agency Houston-Galveston Area Council & Criminal Justice Division
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State X Criminal Justice Division
Local ☐
Regional ☒ Houston-Galveston Area Council
Location of Plan ____

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
____ Yes X No

See instructions for additional information to be provided.

AS PER ORIGINAL

INSTRUCTIONS

PART II

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PART II

...ire an explanation unless the ... information at a later date. Provi... "Yes" answers in the space p... ...e following instructions:

Item 1 – Provi... ...dy establishing the priority sy... ...signed to this project.

Item 2 – Provide the nan... ...th issued the clearance and attac... or approval.

Item 3 – Attach the clearinghouse c... cation in accordance with the instructi... fice of Management and Budget Circular A... ments were submitted previously with a proj... no submit them again but any additional con... ceived from the clearinghouse should be submitte... this application.

Item 4 – Furnish the name of the approving agency and the approval date.

Item 5 – Show whether the approved comprehensive plan is state, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 – Show the population residing or working on the Federal installation who will benefit from this project.

Item 7 – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 – Describe briefly the possible beneficial and harmful impact on the environment of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

...m 9 – State the number of individuals, families, busi... or farms this project will displace. Federal agencies ...vide separate instructions if additional data is

...the Federal Domestic Assistance Catalog ... name, the type of assistance, the sta... each project where there is related ...lated assistance. Use additional

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) State CJD	(2) Cash Match	(3)	(4)	(5)
a. Personnel	$21,000.00	$ 21,000.00	$	$	$42,000.00
b. Fringe Benefits	4,372.00	4,372.00			8,744.00
c. Travel					
d. Equipment	3,141.00	3,141.00			6,282.00
e. Supplies	3,328.00	3,328.00			6,656.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	31,841.00	31,841.00			63,682.00
j. Indirect Charges	1,320.00				1,320.00
k. TOTALS	$ 33,161.00	$31,841.00	$	$	$65,002.00
7. Program Income	$ -0-	$ -0-	$	$	$ -0-

CJD-6

AS PER ORIGINAL

0032

02116

INSTRUCTIONS

PART III

General Instructions

This form designed so that application can be made for funds fr or more grant programs. In preparing the budge any existing Federal grantor agency gui scribe how and whether budgeted a ately shown for different functions ram. For some programs, grant s to be separately shown by fu rograms, grantor agencies may ction or activity. Sections A, udget estimates for the whole for assistance which require ual or other funding period in ions A, B, C, and D should pr budget period (usually a year) the need for Federal assistanc ods. All applications should object class categories shown in L

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PART III

Section A. Budget Summary

Lines 1-4, Columns (a) and (b).

For applications pertaining to a *single* Fe gram (Federal Domestic Assistance Catalog n. not *requiring* a functional or activity breakdown, Line 1 under Column (a) the catalog program title a catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to *multiple* programs where *none* of the programs *require* a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period *only* if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should *not* equal the sum of amounts in Columns (e) and (f).

Line 5 – Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines Column (a), Section A. When additional sheets were d for Section A, provide similar column headings on . For each program, function or activity, fill in uirements for funds (both Federal and non- nt class categories.

he estimated amount for each direct) category for each column with heading.

s 6a to 6h in each column.

Line est cost. Refer to FMC 74-

Line 6k – E ines 6i and 6j. For all applicati tion grants the total amount d be the same as the total amo n (g). Line 6. For supplementa the total amount of the increa umns (1)-(4), Line 6k should b amounts in Section A, Columns (e, additional sheets were prepared, the ply only to the first page with summary.

Line 7 – Enter the estimated amount of in any, expected to be generated from this project. Do add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8 D-04	$ 31,841.00	$33,161.00	$	$65,002.00
9.				
10.				
11.				
12. TOTALS	$ 31,841.00	$33,161.00	$	$65,002.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$	$	$	$	$
14. Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21. Direct Charges: N/A

22. Indirect Charges: N/A

23. Remarks: Cash match of $31,841.00 from budgeted funds received through CJD funding of Screening Unit Grant (D-02)

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

AS PER ORIGINAL

0032

02118

AS PER ORIGINAL

INSTRUCTIONS

PART III
(continued)

Section C ... **...eral Resources**

Line ... ...n-Federal resources that will ... ...d contributions are in-clu... ...separate sheet. (See Attac...

Column ... ...al to Column (a), Sectio... ...tivity is not necessary

Column (b) – Ente... tributions to be made by ... A (See also Attachment F,

Column (c) – Enter the State ... cant is *not* a State or State agency A. State or State agencies should leave this c...

Column (d) – Enter the amount of cash a... tributions to be made from all other sources.

Column (e) – Enter totals of Columns (b), (c), a...

Line 12 – Enter the total for each of Columns (b) (e) ... amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A

Section D. Forecasted Cash Needs

Line 13 – Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 – Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 – Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19 – Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles submit additional schedules as necessary.

Line 20 – Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, ...notate accordingly and show the overall totals on this

... - Other Budget Information.

... this space to explain amounts for individual ...t categories that may appear to be out of ... explain the details as required by the

...of indirect rate (provisional, pre-...et will be in effect during the ...mount of the base to which ...irect expense.

Line ... ...ns required herein or any ...

REFER TO SUPPLEMENTAL INSTRUCTIONS for PART III, SECTIONS C and F

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

AS PER ORIGINAL

Part III
Section F
Line 21

BUDGET NARRATIVE

Begin below and add as many continuation pages following each schedule (A1, B1, etc.) as may be needed to explain each item of the project budget. Narrative should include explanation of the basis for arriving at the cost of each item including Grantee Local Cash Contribution items. All amounts should be shown in whole dollars.

SCHEDULE A

PERSONNEL

1. Direct Salaries

TITLE OR POSITION[1]	% OF TIME TO THIS PROJECT[2]	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL[3]
(A) Administrative Director	100%	$21,000.00	$21,000.00	$42,000.00
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$21,000.00	$21,000.00	$42,000.00

2. Fringe Benefits

		% or $ Rate			
FICA	@	7.15%	$ 1502.00	$1502.00	$3004.00
RETIREMENT	@	7%	$ 1470.00	$1470.00	$2940.00
INSURANCE	@		$ 1341.00	$1341.00	$2682.00
OTHER (EXPLAIN)	@	Wkmn. Comp.	$ 48.00	$ 48.00	$ 96.00
		Unemployment Comp.	11.00	11.00	22.00
TOTAL FRINGE BENEFITS		%	$ 4372.00	$ 4372.00	$8744.00
TOTAL PERSONNEL BUDGET			$ 25,372.00	$ 25,372.00	$ 50,744.00

1. Include only one position per line. Briefly describe the duties or responsibilities of each position.
2. Express as a percent of total time (2080 hrs. per year).
3. Should reflect employee's gross salary attributable to the project.

JOB DESCRIPTION

AS PER ORIGINAL

The Administrative Director of the Prosecution Management Support System shall be responsible for the acquisition of the hardware and software necessary to implement the system. The Director shall also be responsible for the input of data and cases required at the Intake Division of the Criminal District Attorney's Office, as well as insuring the required data is properly input in each and every stage of applicable criminal proceedings. The Director shall produce statistical reports to the Criminal District Attorney and supervisory staff, as requested, and produce such reports for cooperating Departments as requested by the Criminal District Attorney. The Director shall be responsible for training of office staff involved in the implementation of the PMSS.

AS PER ORIGINAL

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE C

TRAVEL

1. Local Travel

POSITION/TITLE	MILES TRAVELED ANNUALLY	$ RATE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)			$	$	$
(B)			$	$	$
(C)			$	$	$
(D)			$	$	$
(E)			$	$	$
(F)			$	$	$
(G)			$	$	$
(H)			$	$	$
LOCAL TRAVEL TOTAL			$	$	$

2. In-State Travel (Specify Clearly)

PURPOSE	DESTINATION				
			$	$	$
			$	$	$
			$	$	$
			$	$	$
IN-STATE TRAVEL TOTAL			$	$	$

3. Out-of-State Travel (Specify Clearly)	$	$	$
	$	$	$
	$	$	$
OUT-OF-STATE TRAVEL TOTAL	$	$	$
TOTAL TRAVEL BUDGET	$	$	$

NOTE: If personally owned vehicles are to be used, transportation costs should be shown on Schedule C; if agency or leased vehicles are to be used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

AS PER ORIGINAL

SCHEDULE D

EQUIPMENT PURCHASES

EQUIPMENT NAME OR DESCRIPTION AND QUANTITY	CJ REQUEST	LOCAL CASH CONTRIBUTION[1]	TOTAL
(A) Personal Computer with Modem and	$ 3141.00	$ 3141.00	$6282.00
(B) software	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL EQUIPMENT BUDGET	$ 3141.00	$ 3141.00	$6282.00

1. Minimum of 50% local cash contribution required for all purchases.

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

IBM compatable PC, one mg. RAM, 40 mg. hard disk, one 360k floppy disk drive, monochrome monitor, 1200 baud external Hayes modem, Intel 80386 processor, Disk Operating System. PER BID

SCHEDULE E

CONSTRUCTION

ACTIVITY[1]	FACILITY	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
TOTAL CONSTRUCTION BUDGET		$	$	$

1. State whether request is for construction or renovation. Renovation of $5,000 or less should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

AS PER ORIGINAL

Part III
Section F
Line 21

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Office Supplies	$ 2750.00	$ 2750.00	$ 5500.00
(B) Postage	$ 578.00	$ 578.00	$ 1156.00
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$ 3328.00	$ 3328.00	$ 6656.00

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

Office Supplies: Computer paper, printer & typewriter ribbon, printed forms for Intake, Grand Jury, Court, Appeal & other legal matters, Computer disks & standard office supplies for the "office wide" implementation of the system.

Postage: Estimated

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$ 1320.00	$XXXXXXXXXX	$ 1320.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in Appendix B, 1987 Criminal Justice Plan for Texas, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

INSTRUCTIONS

PART IV
PROGRAM NARRATIVE

Prepare the p ram narrative statement in accordance with the follow uctions for all new grant programs. Re- quests ion or refunding and changes on an appr respond to item 5b only. Requests fo should respond to question 5c

1. OR THIS ASSISTANCE.

Pinpo. mic, social, financial, institutic g a solution Dem- onstrate th. the principal and subordinate c ing documen- tation or other rests other than the applicant based on planning studies shou.

2. RESULTS OR BENEF

Identify results and benefits when applying for a grant tc health center provide a descriptio facility, how the facility will be usec will benefit the general public

3. APPROACH.

a. Outline a plan of action pertaining to the detail of how the proposed work will be plished for each grant program, function or ac provided in the budget. Cite factors which might celerate or decelerate the work and your reason fo. taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created, the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

d. List organizations, cooperators, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information, name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.

Discuss accomplishments to date and list in chrono- cal order a schedule of accomplishments, progress estones anticipated with the new funding re- there have been significant changes in the ctives, location approach, or time delays, ntify. For other requests for changes or lain the reason for the change(s). If ives have changed or an extension explain the circumstances and et has been exceeded, or if e changed more than the Attachment K to Of- Circular No. A-102, exp its effect on the projec

c. For supp ain the rea- son for the ditional funding.

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PARTIV

AS PER ORIGINAL

OBJECTIVES AND NEED FOR THIS ASSISTANCE

The objectives of the Prosecution Management support System of the Fort Bend County Criminal District Attorney's Office are to:

1) Compile, store, sort and retrieve data generated by Criminal Justice components in the processing of felony and misdemeanor cases from intake to final disposition.

2) Track felony and misdemeanor cases through the Criminal Justice system to insure timely action on each case, thereby reducing the possibility of illegal detention of prisoners due to clerical error and to reduce adverse results of the Speedy Trial Act.

3) Insure prompt assignment and preparation of cases involving career offenders/major crime offenders to the appropriately experienced Assistant District Attorney.

4) Generate statistical reports for the District Attorney and supervisory staff personnel for evaluation of existing policies and personnel as well as promulgation of additional procedures as required.

5) Share data with the Sheriff, District Clerk, County Clerk, Courts and area Law Enforcement Agencies to enable them to enhance their functions within the Criminal Justice System.

The need for the Prosecution Management Support System stems from the antiquated, manual data storage and retrieval method currently in place. Due to the manual aspect of the current system, a minimum of data is gathered and then only at a limited number of points as cases progress through the Judicial System. The storage and catagloging of that data is performed manually, at numerous stages of progress and by a number of different employees. At some stages, the data must be sought from other Departments, without adequate verification. The manual retrieval of such data is extremely time consuming, inefficient and, for preparation of statistical reports; practically impossible. The loss of data resulting from warehousing of files has left numerous voids in the data retrieved.

RESULTS OR BENEFITS EXPECTED

The benefits expected from implementation of the Prosecution Management Support System are: 1) The ability to receive data from the generating source, thereby insuring the accuracy of that data. 2) The ability to gather and store many additional categories of data due to the computerization process, thereby

resulting in a complete picture of each criminal case and actions taken as each progresses through the system. 3) The ability to instantly sort data and produce reports for use by management in the distribution of case load, case tracking, monitoring prosecutor discretion, Speedy Trial Act matters and promulgation of new policies within the Department. 4) Speeding the case intake procedure, thereby minimizing the time required of law enforcement officers to obtain arrest warrants. 5) The elimination of time-consuming manual searches of files in distant facilities, allowing a more productive use of current personnel.

APPROACH

A) STATEMENT OF TASKS INVOLVED

The tasks involved in the implementation of the Prosecution Management Support System are: 1) The selection and placement of necessary hardware and software to implement the PMSS. 2) The "office wide" training of personnel for the gathering, sorting of the data and efficient use of reports generated. 3) The accurate input of data at the Intake Division of the District Attorney's Office pertaining to all criminal cases presented by law enforcement agencies, whether rejected or accepted. 4) The continuation of data input into the PMSS database at each stage of progress of each case file until final disposition. 5) The interface with the Sheriff, District Clerk, County Clerk, Courts and Data Processing Department to insure complete and accurate data gathering, up-dating, retrieval and ultimate use.

B) PROJECTED ACCOMPLISHMENTS

Refer to Project Goal Achievements, page CJD-16.

KINDS OF DATA TO BE COLLECTED

The data to be collected by the PMSS shall consist of the following:

1) Crime victim descriptors, including sex, race and age.
2) Defendant descriptors, including sex, race and age.
3) Witness descriptors
4) Criminal Offenses, including dates and place committed.
5) Arrest data
6) Initial screening data, including officer's name and Assistant District Attorney's name.
6) Declination data, including date and specific reason fof declination in narrative form.
7) Charges accepted, including number and type.

8) Continuances, date granted, date to which re-set and reasons therefor.
9) Pre-trial release data, including types and dates of release.
10) Trial data, including date of trial, number of lay and expert witnesses, jury trial, trial before judge, outcome of trial and date of outcome.
11) Plea bargain data, including original offer and date, penalty range of offense, Assistant District Attorney making offer and outcome of plea bargain.

12) Defense data, including the name of the defense attorney(s) and whether hired or court appointed.
13) Specific reasons for charges "dropped", and name of Assistant District Attorney authorizing that action.
14) Final court action, including specific offense charged, level of charge, judicial decisions rendered, name of judge and dates of each of the above.
15) Sentence data, including specific sentenced imposed, statutory penalty range, by jury, by judge and date of sentencing.
16) Appeal data, including results of Court of Appeals and Texas Court of Criminal Appeals and dates of decisions.
17) Final disposition and date.

OTHER PARTICIPATING/COOPERATING ORGANIZATIONS

Additional agencies cooperating in the PMSS are:

1) Fort Bend County Sheriff
2) Fort Bend County District Clerk
3) Fort Bend County Clerk
4) Fort Bend County Data Processing Department
5) 240th and 268th Judicial District Courts
6) Fort Bend County Court at law #s 1 and 2

GEOGRAPHIC LOCATION

he geographic location of the area to be served by the PMSS is Fort Bend County.

RESEARCH OR DEMONSTRATION PROJECTS

N/A

ACCOMPLISHMENTS TO DATE

N/A

02130 003

SECTION I

FOR CJD USE ONLY
6. _____
[1-4]

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS
Optional Indicators

PROJECT DIRECTOR
H. C. Gregory

GRANTEE NAME
Fort Bend County
District Attorney

PHONE 713-341-4460

1. Grant Number 8 8 D 0 4 [5 15]

Project Title Prosecutor Management Support System

2. Report Time Period ___ ___ ___ to ___ ___ ___
MO DAY YEAR [16-21] MO DAY YEAR [22-27]

3. Date Submitted ___ ___ ___
MO DAY YEAR [28-33]

4. Report Required (Circle One #) Quarterly 1 2 3 Final 4 [34]

5. Grant Start Date ___ ___ ___
MO DAY YEAR [35-40]

AS PER ORIGINAL

INDICATORS 2/	Annual Level at Project Start	Projected Level At Project Completion	ACHIEVEMENT TOTALS BY QUARTERS - DO NOT REPORT CUMULATIVELY 1/ (Record previous quarter totals for each report) Project Quarter 1	Project Quarter 2	Project Quarter 3	Project Quarter 4	Project 3 Totals
Optional Indicators	(Information must be provided for every indicator. Record N/A if indicator is not applicable.)						
1. Number of Staff assigned to Project	1	1					
2. Total amount of Federal/Non-Federal expenditures	0	Fed: 33161. Local: 31841.					
3. Average processing time during project period	4 Hrs.	45 Minutes					
4. Average processing time for corresponding prior period	4 Hrs.						
5. Conviction rate during project period							
6. Conviction rate for correspond period prior to project							
7.							
8.							
9.							

1/ Quarters refer to project quarters, not calendar quarters; e.g., Quarter 1 refers to the first quarter of the project, not to the first quarter of the calendar year or fiscal year.

2/ If exact figures are unavailable for quarter totals, provide best estimates.

3/ Report cumulative totals for the final report in this column.

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, Approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

AS PER ORIGINAL

02133

0032

DESIGNATION OF GRANT OFFICIALS

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County Criminal District Attorney

PROJECT TITLE: Prosecution Management Support System

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4460
Telephone Number

Joyce Tompkins
Financial Officer (Type or Print)

County Auditor
Title

Courthouse Annex
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 342-3411
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

P. O. Box 368
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 342-3411 Ex. 200
Telephone Number

4-9-87

8

LANCE ROOF INSPECTION SERVICE, INC.

AS PER ORIGINAL

02134

4141 NORTH FREEWAY, #100, HOUSTON, TEXAS 77022
(713) 695-4507

0032

RECEIVED
MAR 26 1987
COUNTY JUDGE

March 24, 1987

Judge Jodie Stavinoha
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Re: Repairs and re-roofing
Fort Bend County Courthouse

Postponed
approved
cc
4/27/87

Dear Judge Stavinoha:

Lance Roof Inspection Services proposes to perform the following services for the above referenced building.

Prepare a written set of specifications to include all aspects of repairs to copper roofing and flashings. Re-roofing the slate roofed areas and built-up roofing areas. Our fee for this will be $1,500.

Due to the intricate detailing and work involved on the existing copper roof and flashings we would like to have Bill Hearn's involvement with all aspects of work in these areas. Mr. Hearn's 40 years of experience will insure us of a quality, leak free end project.

We would like to have Mr. Hearn hold a prebid conference with the contractors. At this conference, the scope of work will be thoroughly reviewed with the contractors as well as answering any questions they might have. This will also set up a better competitive bidding situation. As all the contractors will fully understand the scope of work.

We would also like Mr. Hearn to spend the first day on the job and to make a final inspection when the copper work is complete. Our fee for this will $1,000 per trip totaling $3,000.

We will furnish a well qualified, full time, roof inspector during roof work. This inspector will represent Fort Bend County while overseeing and inspecting construction. He will see that the specified materials are delivered to the job in good condition and stored properly. It will be his responsibility to see that the materials are installed in accordance with the plans, specifications, and quality workmanship. A daily report will be written up and a copy will be sent to you. Lance Roof Inspection Service, Inc.

02135

AS PER ORIGINAL 0032

will certify the requests for payments to the contractor and completion of the contract. Our fee for these services will be $1,200.00 per week. The inspector will work whenever the contractor works, including weekends, overtime, and holidays, for this flat fee. There will be no extra charge for expenses. Conversely, no credit will be given for inclement days when the contractor cannot work.

If you have any questions please call me.

Sincerely yours,

John A. Lance III

JAL/wd

#10

02136

0032

AS PER ORIGINAL

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

April 20, 1987

Re: Carol Thornton, Juvenile Probation Department
Extension of Sick Leave

Dear Judge Stavinoha and Commissioners:

The Juvenile Board has been asked to review Mrs. Thornton's request for an additional 5½ days of sick leave. Mrs. Thornton, who has been employed by Fort Bend County over three and one-half years, developed pneumonia which was diagnosed on March 9, 1987. Because of her illness, she has used up all her available sick leave and compensatory time and has been docked by the County for 43 hours.

We have reviewed the attached correspondence from Dr. Kleinman and Mrs. Thornton's excellent work record and hereby request that you authorize an extension of sick leave for her in an amount at least equal to the 5½ days she has been docked. Mrs. Thornton did return to work full-time on April 13, 1987, even though she will not be released by her doctor until April 27, 1987.

Thank you for your assistance.

Very truly yours,

Thomas R Culver III

Thomas R. Culver, III
Chairman, Juvenile Board

Approved:

C. A. Dickerson
Judge, 240th District Court

A. Reagan Clark
Judge, 268th District Court

Thomas O. Stansbury
Judge, 328th District Court

Walter S. McMeans
Judge, County Court At Law No. 2

Jodie E. Stavinoha
County Judge

ISAAC KLEINMAN, M.D.
DIPLOMATE, AMERICAN BOARD OF FAMILY PRACTICE
1002 WILSON DRIVE
ROSENBERG, TEXAS 77471-2199
TELEPHONE (713) 342-5533

AS PER ORIGINAL

March 20, 1987

TO WHOM IT MAY CONCERN:

Re: Carol Thornton

This is to certify that the above-named patient was seen by us on 3/9/87 for atypical pneumonia and she appears to be improving slowly but steadily.

Sincerely yours,

Isaac Kleinman, M. D.

IK:fm

02138

ISAAC KLEINMAN, M.D.
DIPLOMATE, AMERICAN BOARD OF FAMILY PRACTICE
1002 WILSON DRIVE
ROSENBERG, TEXAS 77471-2199
TELEPHONE (713) 342-5533

AS PER ORIGINAL

March 30, 1987

TO WHOM IT MAY CONCERN

RE: Carol Thornton

This patient has been suffering from an indolent atypical pneumonia in the right chest. Her recovery has been slow and protracted. We advised hospitalization but the patient was unable to manage this financially and has been treated at home. She is still under our care, still weak and unable to return to work.

Etiology of this pneumonia remains unclear but it is probably viral.

Sincerely yours,

Isaac Kleinman, M. D.

IK:jb

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 27th. day of April, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City of Sugarland dated 4/9/87, permit no. 80809 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 17th. 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 Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80809 02140

0032

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, Texas.

AS PER ORIGINAL

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

4/23/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

NA (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

No Bond Required.

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)

02141

TO COUNTY OF FORT BEND

PRECINCT NO. 3 0032
PERMIT NO. 80809

Formal notice is hereby given that City of Sugar Land, Texas, 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)

AS PER ORIGINAL

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
* Unnamed		70'				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
* Unnamed			80'

General Description

* Unnamed Drainage Ditch which is adjacent and parallel to the northern right-of-way of the Southern Pacific R.R., near the intersection of U.S. Hwy. 90A and Industrial Blvd. in Sugar Land, Texas.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 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: City of Sugar Land
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
(Signature)

NAME & TITLE David E. Neeley, Director of Public Works
(Please Print)

DATE: 4-9-87
ADDRESS P. O. Box 110
(Street/P.O. Box)

Sugar Land, Texas 77487-0110
City State Zip

TELEPHONE NO: (713) 491-3522

13. CONSIDER ACCEPTANCE OF CHECK REIMBURSEMENT TO PRECINCT 2 FROM CITY OF NEEDVILLE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept $5,141.75 for road material from City of Needville and rebudget into Precinct 2 year-end balance.

AS ORIGINAL

14. APPROVE DAMAGE PAYMENT TO UTILITY COMPANY:

Moved by Commissioner Denham, to authorize payment of $292.17 to cover damage to underground utility lines on Muegge Rd.

Motion failed due to lack of a second.

15. AUTHORIZE ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) WEED, BRUSH & INSECT CONTROL MATERIALS; (2) ROAD MATERIALS -EARTHEN DERIVATIVE: (3) ROAD MATERIALS-PETROCHEMICAL DERIVATIVE; (4) CLEANING SUPPLIES AND CULVERTS; (7) BRIDGE MATERIALS (8) SALE OF SOIL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for weed, brush & insect control material, road material-earthen derivative, road materials-petrochemical derivative (6 month bid only), cleaning supplies and culverts, bridge materials and sale of soil.

16. MEET IN CLOSED SESSION TO DISCUSS (1) LITIGATION- (A) CONSIDER COMPROMISE AND SETTLEMENT FOR LOSS OF COUNTY PROPERTY; (B) CONSIDER POSSIBLE LITIGATION ON COUNTY BID CONTRACTS; (2) PERSONNEL - CONSIDER CREATION OF POSITION. TAKE ACTION IF NECESSARY:

Met in Closed Session.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to create a position of Right-of-Way Agent & Flood Insurance Coordinator within the County Engineer Dept.

RECESS:

Commissioners' Court recessed at 11:00 a.m. and 11:30 a.m.

RECONVENE:

Commissioners' Court reconvened at 11:20 a.m. and 1:30 p.m.

17. 1:30 P.M.-OPEN BIDS FOR THE PURCHASE OF ONE OR MORE NEW EMERGENCY MESSAGE RECORDING SYSTEM WITH OR WITHOUT TRADE-IN (#87-31):

The following bids were presented to Commissioners' Court for review.

A) DICTAPHONE
B) HARRIS-LANIER
C) SECURITY COMMUNICATIONS

18. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills including indigent bills as submitted by Joyce Tompkins, County Auditor.

AS PER ORIGINAL 17

02143

BID ITEM: ONE NEW EMERGENCY MESSAGE RECORDING SYSTEM WITH OR WITHOUT TRADE-IN

BID NUMBER: 87-31

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
DICTAPHONE ✓	31,254.50
HARRIS-LANIER ✓	29,998.00
SECURITY COMMUNICATIONS ✓	30,166.00

reconvene 1:30 PM

Approve bills -

adjourn 2:45 PM

18

AS PER ORIGINAL 02144

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

0032

On this the 27 day of April, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

19. CONSIDER APPROVAL OF PROPOSED DISCOUNTS AND EXEMPTIONS FOR 1987 TAXES: 0032

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve proposed discounts and exemptions for 1987 taxes as presented (same as 1986). (Recorded in minutes in full)

20. ADJOURNMENT:

Commissioners' Court adjourned at 2:45 p.m. Monday, April 27, 1987.

19

02146

AS PER ORIGINAL

0032

TO: JUDGE JODIE STAVINOHA

FROM: PAM WITTNEBEN

SUBJECT: AGENDA ITEM

DATE: APRIL 23, 1987

Please place on the agenda for the Commissioners's Court Meeting of April 27, 1987:

Approval of Proposed Discounts and Exemptions for 1987 Taxes

Thank you.

Pam Wittneben

Pam Wittneben
Administrative Assistant

PW:cjv

AS PER ORIGINAL

EXEMPTIONS

Homestead	Over 65	Disability	Disabled Veterans
Existing			
1986 30% 5,000 Min.	30,000	30,000	Maximum 3,000 Percentage set by Veteran's Admin.
Proposed			
1987 30% 5,000 Min.	30,000	30,000	Maximum 3,000 Percentage set by Veteran's Admin.

Chapter 11.13 of Property Tax Code

Homestead 30% of appraised value, the amount of a percentage exempt can never be less than $5,000 no matter what the percentage is. Lateral Road & Flood Control also receives extra 3,000. The extra 3,000 is not applicable for Over 65 or Disabled Exemption.

Over 65 or Disability 30,000 set by the governing body of the taxing unit. You may only have one or the other exemption as stated in 11.13 (h). To qualify for Over 65 Exemption you must be 65 or older. To qualify for Disability you must receive benefits under Federal Old Age Survivors, and Disability Insurance Program administered by Social Security Administration. If you do not qualify under this program, additional information will be requested from civil service, railroad or teacher retirement, insurance documents, or statement from the doctor.

Disabled Veterans Disabled Veteran must qualify with documents from the Veteran's Administration or branch of armed service in which you served, showing percentage of service related disability. Exemption ranges from 1,500 to 3,000 depending on percentage of disability. You must be a Texas resident. This is not a homestead exemption you may apply this to any property you own.

Marsha P. Gaines by pkw
Marsha P. Gaines
Tax Assessor-Collector

MPG:cjv

AS PER ORIGINAL

April 23, 1987

TO: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines
Tax Assessor-Collector

RE: Discounts & Exemptions

Proposed discounts for 1987 taxes are as follows:

October 1987	-	3 percent
November 1987	-	2 percent
December 1987	-	1 percent
January 1988	-	no discount

Proposed exemptions for 1987 taxes are as follows:

Ft. Bend County General Fund & Drainage District

Optional Homestead	-	30% of the value with $5,000 minimum
Over 65 Homestead	-	$30,000 maximum
Disability	-	$30,000 maximum ** Can not have both over 65 and disability
Disabled Veterans	-	According to Schedules

Lateral Road & Flood Control

All of the above exemptions are the same with the exemption of an additional $3,000 state granted homestead.
Not applicable for those with over 65 exemption or disability.

EXEMPTIONS

AS PER ORIGINAL

Homestead	Over 65	Disability	Disabled Veterans
Existing			
1986 30% 5,000 Min.	30,000	30,000	Maximum 3,000 Percentage set by Veteran's Admin.
Proposed			
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Disabled Veterans Disabled Veteran must qualify with documents from the Veteran's Administration or branch of armed service in which you served, showing percentage of service related disability. Exemption ranges from 1,500 to 3,000 depending on percentage of disability. You must be a Texas resident. This is not a homestead exemption you may apply this to any property you own.

Marsha P. Gaines by pkw
Marsha P. Gaines
Tax Assessor-Collector

MPG:cjv

AS PER-ORIGINAL

April 23, 1987

TO: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Marsha P. Gaines
Tax Assessor-Collector

RE: Discounts & Exemptions

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Disability	-	$30,000 maximum ** Can not have both over 65 and disability
Disabled Veterans	-	According to Schedules

Lateral Road & Flood Control

All of the above exemptions are the same with the exemption of an additional $3,000 state granted homestead.
Not applicable for those with over 65 exemption or disability.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 27TH day of APRIL, 1987 Drainage District Board of Fort Bend County, Texas met with the following present:

AS PER ORIGINAL

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 RESOLUTION FROM GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL REAFFIRMING THE DRAINAGE DISTRICT'S POSITION AS THE COUNTY ENTITY TO PLAN AND IMPLEMENT A DRAINAGE PLAN FOR FORT BEND COUNTY AND APPOINT A COUNTY-WIDE TASK FORCE OF ADVISORS TO THE DRAINAGE BOARD:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept resolution from Greater Fort Bend Economic Development Council as submitted by Herb Appel. (Recorded in minutes in full)

2. CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF ART. 2368A.5 V.A.T.S. DUE TO THE REQUIREMENT TO PURCHASE ITEMS (BULLDOZER PARTS) MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to grant exemption to the competitive bidding requirements of Art. 2368A.5 V.A.T.S. due to the requirement to purchase items (bulldozer parts) made necessary by unforeseen damage to public property.

3. ADJOURNMENT:

   Drainage District Board adjourned at 11:20 a.m. Monday, April 27, 1987.

Drainage #1

02152

GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL

ONE FLUOR DRIVE • SUGAR LAND, TEXAS 77478 • TELEPHONE: (713) 242-0000

0032

April 14, 1987

AS PER ORIGINAL

Fort Bend County Commissioner Pct 1
Johnnie Pustka
P. O. Box 148
Richmond, Texas 77469

Dear Johnnie:

The Greater Fort Bend Economic Development Council has been examining various aspects of our county's infrastructure and the agencies that control them.

Our studies conclude that drainage is one of the most important infrastructure elements reviewed by existing and potential business and industry when they evaluate our county as a place to expand, relocate or start a new venture.

We want to emphasize our support for the County Drainage District as the controlling entity for centralized drainage planning and implementation for all areas of the county (e.g. cities, levee improvement districts, drainage districts and municipal utility districts). To that end, we propose that the attached resolution be adopted and the recommended Task Force implemented in order to help deal with drainage matters on a unified, centralized basis.

Stanley Kucherka has reviewed our proposal and Judge Stavinoha has placed this item on the Drainage Board Agenda for Monday, April 20. I hope you will be able to support this reaffirmation of your central authority and willingness to deal with these issues by a vote for this resolution on Monday.

In the meantime if I can answer any questions please do not hesitate to call.

Sincerely,

Herb Appel
President

HA:ac
Enclosure

cc: Judge Stavinoha
Stanley Kucherka

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT PROPOSALS

The Fort Bend County Drainage District (the "District") is a governmental agency and body politic and corporate established under Section 59 of Article XVI of the Constitution of Texas by Article 8280-136, Texas Revised Statutes (the "Act"). The boundaries of the District are co-terminous with the boundaries of Fort Bend County and the Commissioners Court of Fort Bend County is designated as the governing body of the District.

The District was created for the purpose of reclamation and drainage of its overflowed lands and other lands needing drainage. In addition to specifically enumerated powers, the Commissioners Court is "empowered to do any and all things necessary to carry out the aims and purposes of this Act." By the terms of the Act, the vote confirming the creation of the District abolished all other drainage districts situated in Fort Bend County. The effect of the Act is to make the District the primary drainage authority in Fort Bend County.

During the past ten (10) years the County has experienced one of the fastest growth rates within the United States. This dramatic growth combined with the historical and naturally occurring drainage conditions has caused drainage problems throughout the County. Since the solutions to most drainage problems require action outside of the jurisdiction of the local political subdivision, it is clear that a centralized drainage program is required.

It is proposed that the Commissioners Court of Fort Bend County (the "Court") as the governing body of the District reaffirms its position as the County entity to plan and implement a drainage plan for all areas of Fort Bend County (e.g., cities, levee improvement districts, drainage districts and municipal utility districts).

This affirmation of the District's position to solve drainage matters throughout the County may be accomplished as follows:

(1) The release of the master drainage plan of Fort Bend County prepared by Espey, Huston & Associates, Inc. should evidence the intent of the District to coordinate the solution of the drainage problems in Fort Bend County;

(2) Uniform drainage criteria should be adopted for all drainage facilities and systems located and operating within the County; and

(3) A Task Force composed of technical experts and representatives of affected groups should be appointed by the District for the following purposes:

(a) to meet and work with officials of other political subdivisions to effectuate solutions to drainage problems within their boundaries in the context of the overall drainage program;

(b) to review and recommend a uniform design criteria of drainage facilities and systems;

(c) to recommend a division of responsibility for approval of plans, construction, financing, and operation and maintenance of the various components of the drainage system among the District and the affected political subdivisions; and

(d) to recommend various methods for the construction and financing of the District's portion of the drainage system, such as the recently formed non-profit Fort Bend Flood Control Water Supply Corporation with five (5) directors from throughout the County.

HAH2(m)

AS PER ORIGINAL

DRAINAGE DISTRICT TASK FORCE

The following is a list of recommended entities to be involved as members of the Drainage District Task Force:

Association of Consulting ~~Mechanical~~ CIVIL Engineers

City of Missouri City

City of Richmond

City of Rosenberg

City of Stafford

City of Sugar Land

Developers Council of Greater Houston Home Builders Assoc.

Fort Bend Chamber of Commerce

Fort Bend County Drainage District

Fort Bend Flood Control Water Supply Corporation

Greater Fort Bend Economic Development Council

Rosenberg/Richmond Chamber of Commerce

DRAINAGE DISTRICT TASK FORCE

AS PER ORIGINAL

The following is a list of recommended entities to be involved as members of the Drainage District Task Force:

Association of Consulting Municipal Engineers (a civil engineer should be appointed)
City of Missouri City
City of Needville
City of Richmond
City of Rosenberg
City of Stafford
City of Sugar Land
Smaller Cities as deemed appropriate
Developers Council of Greater Houston Home Builders Assoc.
(representative should have projects in Fort Bend County)
Farm Bureau
Farmers' Union
Fort Bend Chamber of Commerce
Fort Bend County Drainage District
Fort Bend Flood Control Water Supply Corporation
Greater Fort Bend Economic Development Council
Rosenberg/Richmond Chamber of Commerce
And others as appointed by the Commissioners' Court

TESTING UNLIMITED INCORPORATED

GEOTECHNICAL ENGINEERING | MATERIALS TESTING | CONSTRUCTION/PROJECT MANAGEMENT

Proposal No.: PGH0487171-1
April 21, 1987

Lichliter/Jameson & Associates, Inc.
11111 Brooklet
Houston, Texas 77099-3596

AS PER ORIGINAL

Attention: Mr. Madhi E. Kasir, P.E.
Chief Engineer
Bridges and Structures

Reference: Proposal Addendum
Geotechnical Exploration and Foundations Recommendation
Two Bridges, U.S. Highway 90A
Sugar Land, Texas

Gentlemen:

TESTING UNLIMITED INCORPORATED is pleased to submit this addendum to our proposal to conduct a geotechnical engineering study at the above referenced location. Mr. Kasir requested this addendum during a telephone conversation on April 21, 1987.

This addendum forms a part of our Proposal No. PGH0487171 dated April 16, 1987. The proposed scope of services has changed by reducing the number of borings from 4 to 3. Field and laboratory procedures discussed in our original proposal will not change.

Estimated costs for the new geotechnical study are described below. We will not exceed the total cost estimate without your approval.

DESCRIPTION	ESTIMATED COST
Mobilization/Demobilization of Equipment and Personnel.....$	No Charge
Drilling, Sampling, and THD Cone, 225 feet.....$	1800.00
Laboratory Soil Tests.....$	857.00
Moisture Content, 54 tests	
Atterberg Limits, 8 tests	
Unconsolidated-Undrained Triaxial Tests, 8 tests	
Percent Passing No. 200 Sieve, 9 tests	
Engineering Analysis and Report Preparation.....$	1280.00
Principal Engineer, 4 hours	
Staff Engineer, 22 hours	
Drafting, 4 hours	
Typing, 4 hours	
TOTAL COST ESTIMATE.....$	3937.00

1730 ELMVIEW DRIVE HOUSTON, TEXAS 77080 713-468-2255

If this proposal is acceptable, please sign one copy and return it to us along with invoicing and report distribution information. We appreciate the opportunity to work with you on this project. Please call if you have any questions.

0032

Very truly yours,

TESTING UNLIMITED INCORPORATED

AS PER ORIGINAL

Larry S. Marr

Larry S. Marr, P. E.
Vice President/Principle

LSM/dgj

ACCEPTED:

By Jodie E. Stavinoha

Printed Name_____

Title_____

Date_____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON May 5, 1987.

STARTING WITH
FILM CODE NO. Vol 32 Pg 02030

ENDING WITH
FILM CODE NO. Vol 32 Pg 02159

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

02160 A
0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4 DAY OF JUNE, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 2161.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 4, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 27, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: (1) accept check in the amount of $1,173.20 from City of Katy as final payment of their share of 1987 operating costs for the Law Enforcement Academy; & (2) request to advertise for bids for 5 photograph kits, containing camera body, lens, strobe, tripod & metal carrying case (funds are available); & (3) request to advertise for bids for coveralls/uniforms (funds are available).

6. Consider historic site tax exemption for Darst Home, 300 South 9th St., Richmond.

7. Constable Richard Pring, Precinct 4, re: request approval of Timothy Duane Theobald as reserve deputy constable and approve bond & oath for same.

8. Consider approval of interlocal agreements with cities of Richmond and Rosenberg for the maintenance, repair and construction of streets, roads

9. Consider approval of agreement with City of Richmond for closing of Liberty St. between 2nd & 3rd Streets.

10. Dianne Wilson, County Clerk, re: authorize cancellation of cashiers checks and rebudget into General Fund; and authorize to reissue.

11. Consider interlocal agreement between Fort Bend County Drainage District and other governmental entities for payment of subsidence study.

12. Reconsider sick leave extension for employee of Juvenile Probation Dept.

13. Approve County Treasurer's monthly and quarterly reports.

14. Accept streets in Tara Subdivision, Section 3 into the County road maintenance system in Precinct 1.

15. Consider approval of agreement with Austin State Hospital for the County to perform physical exams to patients of Fort Bend County Mental Health Center.

16. Approve fee officers' monthly reports.

17. Consider cancelling replat of Brynmawr Lakes Estates in Precinct 3 and take necessary action thereon.

18. Consider application from City of Houston to lay a water line crossing County drainage ditch B-2 in Precinct 2.

19. Consider application from Fort Bend Telephone to lay cable along Emerson Rd. in Precinct 2.

20. Consider application from Vantage Properties to construct an esplanade along Williams Trace Blvd. & Settlers Way Blvd. in Precinct 4.

21. Advertise for bids for a screening plant & conveyor.

22. Consider approval of dealer bond for John B. O'Meara, No. 070153.

23. Meet in Closed Session to discuss Litigation - (1) consider compromise and settlement for loss of County property; (2) consider possible litigation on County bid contracts; and take action, if necessary.

24. 1:30 p.m. - Open bids for the following: (1) One or more new pneumatic hydraulic road packer (#87-32); (2) One or more new emulsion storage tank (#87-33); (3) One or more new crawler tractor with blade (#87-36).

25. Approve bills.

26. Adjournment.

FILED FOR RECORD
TIME 2:55 A.M. P.M.
APR 30 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, April 30, 1987 at 3:05 p.m. by N. Laudry.

REGULAR SESSION

BE IT REMEMBERED That on this 4TH day of MAY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

Proclamation proclaiming Thursday May 7, 1987 as Jodie E. Stavinoha Day was declared.

1. APPROVE MINUTES OF MEETING OF APRIL 27, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve minutes of April 27, 1987 with corrections to page 3, #15.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone depository pledge contracts.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfers in budget for CONSTABLE #4 and ANIMAL CONTROL. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel for the following:

Fire Marshall
District Attorney

5. SHERIFF GUS GEORGE, RE: (1) ACCEPT CHECK IN THE AMOUNT OF $1,173.20 FROM CITY OF KATY AS FINAL PAYMENT OF THEIR SHARE OF 1987 OPERATING COSTS FOR THE LAW ENFORCEMENT ACADEMY; & (2) REQUEST TO ADVERTISE FOR BIDS FOR 5 PHOTOGRAPH KITS, CONTAINING CAMERA BODY, LENS, STROBE, TRIPOD & METAL CARRYING CASE (FUNDS ARE AVAILABLE); & (3) REQUEST TO ADVERTISE FOR BIDS FOR COVERALLS/UNIFORMS (FUNDS ARE AVAILABLE):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve all of the above items. (Recorded in minutes in full)

A

02164

0032

PROCLAMATION

AS PER ORIGINAL

WHEREAS, Jodie E. Stavinoha was born and raised in Fort Bend County, Texas; and

WHEREAS, Jodie Stavinoha has unselfishly dedicated his life to the public service of the United States of America, the State of Texas, and Fort Bend County; and

WHEREAS, Judge Stavinoha has dedicated his services to the citizens of Fort Bend County for the past 8½ years; and during this time, Fort Bend County has experienced its greatest surge of growth and is now one of the most populous areas in the Nation; and

WHEREAS, he has made many important and lasting contributions toward building the strength and enhancing the quality of life in Fort Bend County; and

WHEREAS, because of his tireless efforts and able leadership, Fort Bend County has benefitted tremendously; and

WHEREAS, Thursday, May 7th is an important day in the life of Jodie Stavinoha as he will be honored by the Fort Bend Toastmasters and his many friends.

NOW, THEREFORE, WE, THE COUNTY COMMISSIONERS OF FORT BEND COUNTY, TEXAS do hereby proclaim THURSDAY, MAY 7TH, 1987 as:

"JODIE E. STAVINOHA DAY IN FORT BEND COUNTY"

and urge all citizens to join us in saluting a truly dedicated man on this day.

Signed this 4th day of MAY, 1987.

FORT BEND COUNTY COMMISSIONERS

Johnnie Pustka, Commissioner, Precinct #1

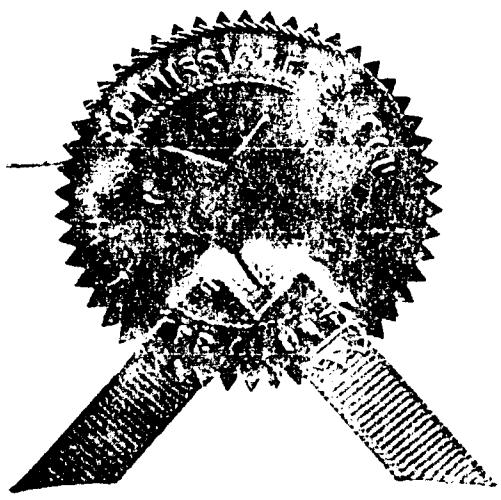
Ben Denham, Commissioner, Precinct #2

Alton Pressley, Commissioner, Precinct #3

Bob Lutts, Commissioner, Precinct #4

ATTEST:

Dianne Wilson, County Clerk



AS PER ORIGINAL 02165

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987 0032

On this the 4 day of MAY, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Constable Pct 4 DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Office Supplies 1062	3000.00	2800.00	(200.00)
Uniforms 4011	750.00	950.00	200.00

DATE: 30 April 87

DEPARTMENT HEAD: P. Spring

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

J. Stavinoha

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

02166

0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Animal Control DEPT. 37	LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1010	Property & Equipt.	12,000.00	12,500.00	500.00
4015	Animal Food	3,000.00	2,500.00	(500.00)

DATE: 4/29/87

DEPARTMENT HEAD: [illegible]

THE COUNTY OF FORT BEND

BY: [signature]

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

4

02167

AS PER ORIGINAL

RECEIVED
APR 27 1987
COUNTY JUDGE

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gary A. Tilton

Period: Date of Departure Friday, July 17, 1987

Date of Return Saturday, July 25, 1987

Purpose of Trip: Municipal Fire School - Will be Teaching for State Firemen's and Fire Marshal's Assoc. of Texas at Texas A&M University.

Places to be Visited: College Station, Bryan

Mode of Transportation (State whether by personal auto, airline, etc.) County Car (will be only expense)

Name

April 27, 1987
Date

Fort Bend Co. Fire Marshal
Title

* *

Approved: Commissioners' Court

County Judge

5-4-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

4

02168

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 27 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Sam W. Dick

Period: Date of Departure 04/06/87

Date of Return 04/08/87

Purpose of Trip: Fort Bend Co. Day, State Capitol, Austin, TX

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Sam W. Dick
Name

4/27/87
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

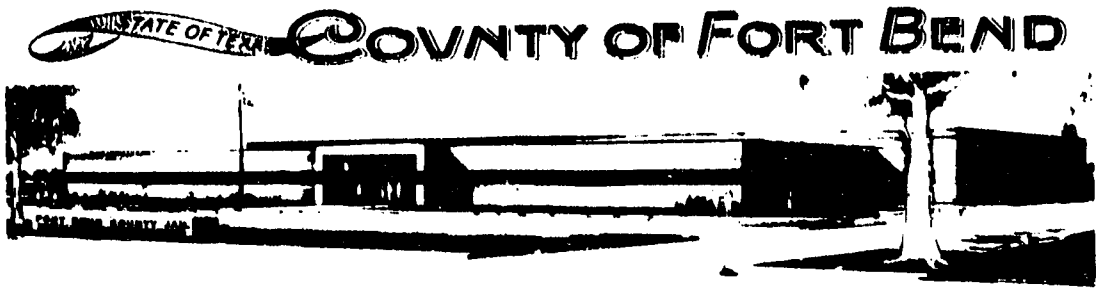
J. Stimpson
County Judge

5-4-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5(1) AS PER ORIGINAL 02169

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

April 27, 1987

Honorable Jodie Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

Request the following item be included on the Commissioners' Court Agenda for Monday, May 4, 1987.

> Accept check in the amount of $1,173.20 from the City of Katy as final payment of their share of operating costs for the year 1987 for the Fort Bend County Law Enforcement Academy. Please deposit in the Academy account.

Your favorable consideration of this request will be greatly appreciated.

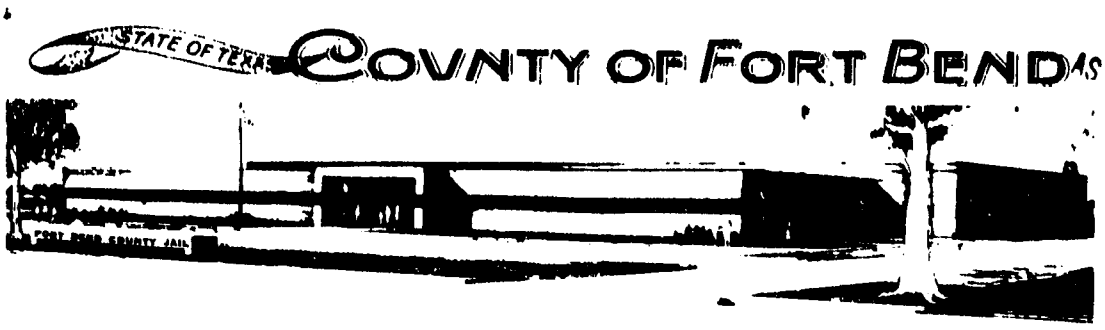
Sincerely,

Gus George
Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor
Lieutenant Don Martin, Academy Director

5(e) 02170



AS PER ORIGINAL 0032

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

April 27, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioner's Court Agenda for Monday, May 4, 1987.

1) Request you authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for five (5) photograph kits, containing camera body, lense, strobe, tripod and metal carrying case. Suggested specifications are attached for your approval. Funds are available in the Fort Bend County Sheriff Department 1987 Budget.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Mr. John Hammett, Purchasing Agent
Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

SPECIFICATIONS (CAMERAS,LENSES,FLASH,ACC.)

02171

AS PER ORIGINAL 0032

CANON T-50 BODY TOTAL-5

35 MM SLR CAMERA WITH ELECTRONICALLY-CONTROLLED PROGRAMMED AE(AUTOMATIC EXPOSURE)
PROFRAMMED AE AND PROGRAMMED AE FLASH PHOTOGRAPHY
FILM SPEED SCALE: ISO 25-ISO 1600
SHUTTER SPEED: AUTOMATICALLY CONTROLLED FROM 25SEC. TO 1/1000SEC. AT "A"; 1/60 WHEN DISENGAGED FROM "A".
POWER SOURCE: TWO (2) SIZE AA BATTERIES
FILM LOADING: LOADED AUTOMATICALLY
FILM ADVANCE: ADVANCED AUTOMATICALLY
FILM REWIND: PRESSING REWIND BUTTON AND CRANKING REWIND KNOB

CANON FD 35-105 MM f/3.5 MACRO 200 MM LENSE TOTAL-5

THREE (3) POWER ZOOM RATIO COVERING WIDE-ANGLE TO TELEPHOTO RANGE.
LIGHTWEIGHT

CANON FD 28MM f/2 WIDE ANGLE LENSE TOTAL -5

COMPACT; EXCELLANT CLARITY FROM 5ft. TO INFINITY

CANON 277T STROBE FLASH TOTAL-5

CANON SYNCHRO CORD TOTAL-5

STITZ P250 TRIPODS TOTAL-5

COMPACT

METAL CARRYING CASE TOTAL-5

METAL WITH FOAM RUBBER INSERT FOR PROTECTION OF EQUIPEMENT.
CAPABLE OF CARRYING CAMERA BODY, TWO (2) LENSES, FLASH ATTACHMENTS, AND FOUR (4) ROLLS OF FILM.
(RECOMMENDED SIZE-18"X14"X6")

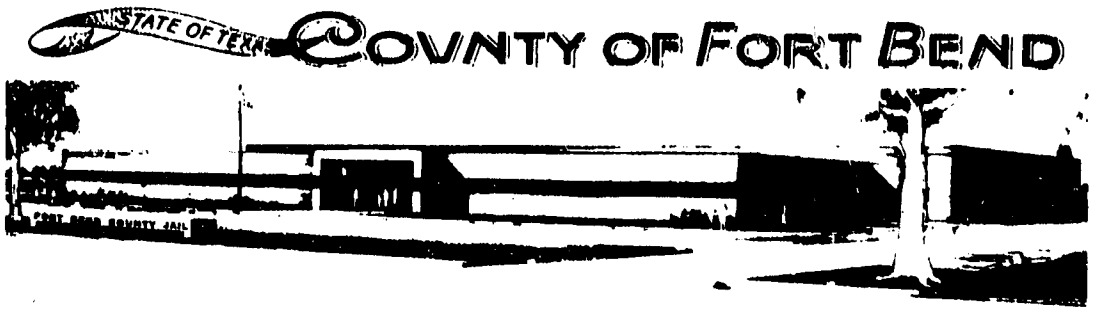
THE ABOVE SPECIFICATIONS ARE REQUIRED FOR UTMOST EFFICIENCY AND THE CAPABILITY OF PERFORMING ALL FUNCTIONS OF THE HAND HELD CAMERA FOR THE IDENTIFICATION DIVISION.
THESE SPECIFICATIONS (CANON) WILL BE COMPATIBLE TO EQUIPEMENT PRESENTLY BEING USED AT THIS TIME.

5(3)

AS PER ORIGINAL

02172

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

April 30, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, May 4, 1987.

1) Request you authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for four hundred thirty eight (438) pair of inmate coveralls/ uniforms; 300 pair tan coveralls, 84 pair green coveralls and 54 pair female uniforms (to include shirt & trousers). Suggested specifications are attached for your approval along with designated amounts for each size. Funds are available in the Fort Bend County Sheriff Department 1987 Budget.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Mr. John Hammett, Purchasing Agent
Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

INMATE COVERALLS (MALE)

AS PER ORIGINAL

SPECIAL REQUIREMENTS

Vendor shall furnish and deliver, FOB inside, inmate coveralls for the Fort Bend County Sheriff Department, 1410 Ransom Road, Richmond, Texas 77469. Delivery time should not exceed four (4) weeks after vendor's receipt of order.

FABRIC

The fabric shall be a dacron polyester combed cotton twill blend (65% polyester/35% cotton). Material must be of a thickness to alleviate all transparencies.

COLOR

Tan as per order./Green as per order.

IMPRINT

All tan coveralls to have "COUNTY JAIL" printed in black indelible ink on the back in two (2) inch high block letters. Ink shall be guaranteed not to run in water temperature of 160 degrees. Green coveralls shall have no imprint.

POCKET

All coveralls to feature sewn-on patch breast pocket approximately four (4) inches by five (5) inches. Breast pocket shall be hemmed so that the inside is fully clean finished. No additional pockets are acceptable.

WAISTBAND

Back of waist shall be elasticized with a high modules low shrinkage elastic (minimum one (1) inch wide). Elastic is to be inserted from the side seam along the back panel.

AS PER ORIGINAL

CLOSURE

Closure of the front of the jumpsuit is to be achieved by a minimum of five (5) gripper snaps evenly spaced to obtain optimum closing of the jumpsuit.

SLEEVES

Jumpsuit sleeves are to be short length.

QUALITY OF GARMENT

The component parts of each garment shall be cut from one (1) piece of cloth and in accordance with the best practices of the trade to ensure the best wearing qualities, the best appearance and a minimum of pulling, twisting or puckering. All stitching shall conform to the best practices of the trade to eliminate tight or loose stitching and seam allowances are to be maintained to minimize pucker and twisting. All seam ends are to be secured.

FINISHING

Jumpsuit is to be fully clean finished. Sleeve hem is to be sewn through and through. The legs of the jumpsuit are to be hemmed by sewing through and through.

Sample of item offered to Fort Bend County should accompany bid.

Bidders may view a sample of the inmate coveralls (male) be contacting the Fort Bend County Purchasing Department and the item bid shall match those presently in use as closely as possible.

AS PER ORIGINAL

INMATE TROUSERS (FEMALE)

SPECIAL REQUIREMENTS

Vendor shall furnish and deliver, FOB inside, inmate trousers for the Fort Bend County Sheriff Department, 1410 Ransom Road, Richmond, Texas 77469. Delivery time should not exceed four (4) weeks after vendor's receipt of order.

FABRIC

The fabric used shall be a dacron polyester combed cotton twill blend (65% polyester/35% cotton). Material must be of thickness to alleviate all transparencies.

COLOR

Rust (trousers and shirt to be same color).

WAISTBAND

Waistband shall be elasticized. Elastic shall be a minimum of one (1) inch wide.

POCKET(S)

No pockets are acceptable.

QUALITY OF GARMENT

The component parts of each garment shall be cut from one (1) piece of cloth and, in accordance with the best practices of the trade to ensure the best wearing qualities, the best appearance and a minimum of pulling, twisting or puckering. All stitching shall conform to the best practices of the trade to eliminate tight or loose stitching and seam allowances are to be maintained to minimize pucker and twisting. All seam ends are to be secured.

FINISHING

Each garment shall have a bottom hem and shall be trimmed, inspected and folded. Each garment shall be identified with a label that shows washing instructions and fiber content.

Sample of item offered to Fort Bend County should accompany bid.

Bidders may view a sample of the inmate trousers (female) by contacting the Fort Bend County Purchasing Department and the item bid shall match those presently in use as closely as possible.

INMATE SHIRTS (FEMALE)

SPECIAL REQUIREMENTS

Vendor shall furnish and deliver, FOB inside, inmate shirts for the Fort Bend County Sheriff Department, 1410 Ransom Road, Richmond, Texas 77469. Delivery time should not exceed four (4) weeks after vendor's receipt of order.

FABRIC

The fabric shall be a dacron polyester combed cotton twill blend (65% polyester/35% cotton). Material must be of a thickness to alleviate all transparencies.

COLOR

Rust (shirt and trousers to be same color).

IMPRINT

All shirts to have "COUNTY JAIL" printed in black indelible ink on the back in two (2) inch high block letters. Ink shall be guaranteed not to run in water temperature of 160 degrees.

POCKET

Shirt to feature sewn-on patch pocket approximately four (4) inches by five (5) inches.

QUALITY OF GARMENT

The component parts of each garment shall be cut from one (1) piece of cloth and in accordance with the best practices of the trade to ensure the best wearing qualities, the best appearance and a minimum of pulling, twisting or puckering. All stitching shall conform to the best practices of the trade to eliminate tight or loose stitching and seam allowances are to be maintained to minimize pucker and twisting. All seam ends are to be secured.

FINISHING

Shirt is to have a "no-bind" neckline for comfort and wearing protection. Low cut necklines are not acceptable. Sleeves and bottom to be hemmed. Each garment shall be identified with a label that shows washing instructions and fiber content.

Sample of item offered to Fort Bend County should accompany bid.

Bidders may view a sample of the inmate shirt (female) by contacting the Fort Bend County Purchasing Department and the item bid shall match those presently in use as closely as possible.

AS PER ORIGINAL

SIZES FOR INMATE COVERALLS/UNIFORMS

COVERALLS/TAN

SIZES	AMOUNT
Small	40 pair
Medium	40 pair
Medium (Long)	40 pair
Large (Regular)	40 pair
Large (Long)	40 pair
XLarge	40 pair
XXLarge	20 pair
XXXLarge	20 pair
XXXXLarge	10 pair
XXXXXLarge	10 pair

COVERALLS/GREEN

SIZES	AMOUNT
Small	12 pair
Medium	12 pair
Large	12 pair
XLarge	12 Pair
XXLarge	12 pair
XXXLarge	12 pair
XXXXLarge	6 pair
XXXXXLarge	6 pair

FEMALE UNIFORMS

SIZES	AMOUNT
Small	12 pair
Medium	12 pair
Large	12 pair
XLarge	12 pair
XXXXLarge	6 pair

AS PER ORIGINAL

6. CONSIDER HISTORIC SITE TAX EXEMPTION FOR DARST HOME, 300 SOUTH 9TH ST. RICHMOND:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Darst Home (home only), as presented by Paul Johnston. (Recorded in minutes in full)

7. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL OF TIMOTHY DUANE THEOBALD AS RESERVE DEPUTY CONSTABLE AND APPROVE BOND & OATH FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Timothy Duane Theobald as reserve deputy for Constable Precinct 4 and approve bond & oath. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CITIES OF RICHMOND AND ROSENBERG FOR THE MAINTENANCE, REPAIR AND CONSTRUCTION OF STREETS, ROAD:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreements with cities of Richmond and Rosenberg for the maintenance, repair and construction of streets. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF AGREEMENT WITH CITY OF RICHMOND FOR CLOSING OF LIBERTY ST. BETWEEN 2ND & 3RD STREETS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with City of Richmond for closing of Liberty St. between 2nd and 3rd streets.

10. DIANNE WILSON, COUNTY CLERK, RE: AUTHORIZE CANCELLATION OF CASHIERS CHECKS AND REBUDGET INTO GENERAL FUND; AND AUTHORIZE TO REISSUE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize cancellation of cashiers checks and rebudget into General Fund and reissue. (Recorded in minutes in full)

11. CONSIDER INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND OTHER GOVERNMENTAL ENTITIES FOR PAYMENT OF SUBSIDENCE STUDY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreement between Fort Bend County Drainage District and other governmental entities and transfer $100,000.00 from Drainage District year-ending balance. (Recorded in minutes in full)

12. RECONSIDER SICK LEAVE EXTENSION FOR EMPLOYEE OF JUVENILE PROBATION DEPT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to rescind motion from April 27 to extend sick leave of Carol Thornton.

13. APPROVE COUNTY TREASURER'S MONTHLY AND QUARTERLY REPORTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone.

6

27 1987 02181

April 24, 1987

AS PER ORIGINAL

0032

Fort Bend County
500 Jackson Street
Richmond, Texas 77469
Honorable Jodie Stavinoha, Sounty Judge
Honorable Johnnie Pustka, Commissioner, Pct. 1
Honorable Ben Denham, Commissioner, Pct. 2
Honorable Alton Presley, Commissioner, Pct. 3
Honorable Bob Lutts, Commissioner, Pct. 4

Paul Johnston

approved 5/4/87

Subject: Historic Site Property Tax Exemption 1987
Darst Home
300 South 9th Street
Richmond, Texas

Gentlemen:

I respectfully submit herewith an Application for 100 percent Tax Exemption for the Historic Darst Home, Richmond, Texas. The home is completely renovated and has been recorded a Texas Historical Landmark. I have resided there as my homestead for the past eight years and have on occasions opened the home to public functions involving the Fort Bend County Historical and Museum Societies. It is my intention to use the tax abatement monies for the continual up keep of the grounds and outside structure.

I currently operate an antique business in a separate historic building on the rear of the property. There has been a separation of this property from the homestead and has been submitted to the Certified Appraisal District, Mr. Joe Doenges.

The property is recorded in Fort Bend County records as Volume 1323, pp 653, Volume 1362 pp 434, Volume 800 pp 220, Volume 800 pp 435 and separated into two account numbers. This separation is a result of different transactions, A Quit Claim Deed from the Peareson Estate along with a deed from the City of Richmond on 10th street alleyway. I also deeded to the City of Richmond certain land taken into Highway 90A. A consolidation of the property has been requested of the C.A.D. to separate the homestead from the business.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,

Paul G. Johnston

Paul G. Johnston
342-4506

Attachments:
1. Application for Tax Exemption
2. History of Fort Bend County
3. Old Settlers of Fort Bend County
4. Daniel Boone's Great Grandson
5. Home Picture
6. Texas Historical Landmark Designation

By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.

Governor of Texas

Maxine Blankenship
Chairman, Texas Historical Commission

November 26, 1975
Date

AS PER ORIGINAL

02182

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DEPUTATION

02183 2

0032

AS PER ORIGINAL

THE STATE OF TEXAS

County of FORT BEND

I, RICHARD P. PRING, Constable Precinct 4 of the County of FORT BEND and State of Texas, having full confidence in TIMOTHY DUANE THEOBALD of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of FORT BEND County, nominate and appoint, the said TIMOTHY DUANE THEOBALD my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Constable Precinct 4 of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 4 day of MAY 1987

of FORT BEND County, Texas.

THE STATE OF TEXAS

County of FORT BEND

BEFORE ME, NOTARY PUBLIC in and for FORT BEND County, Texas, on this day personally appeared RICHARD P. PRING - Constable Precinct 4 Fort Bend County, Texas known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 1221 ELDRIDGE S.L. TX

this 4 day of MAY 1987

Jane Gray Sheard

JANE GRAY SHEARD
Notary Public, State of Texas
My Commission Expires 2-9-91

OATH OF OFFICE

I, Timothy Duane Theobald do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE PRECINCT 4, FORT BEND COUNTY of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Timothy Duane Theobald

Subscribed and sworn to before me, this 23rd day of April 1987

Jane Gray Sheard

JANE GRAY SHEARD
Notary Public, State of Texas
My Commission Expires 2-9-91

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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 County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

__X__ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

__X__ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

PER ORIGINAL

SIGNED this 16th day of April, 1987.

THE CITY OF RICHMOND

By: Thelma B. Moore
MAYOR

ATTEST:

Mona Matak
CITY SECRETARY

SIGNED this 4 day of May, 1987.

COUNTY OF FORT BEND

By: Judge E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

EXHIBIT "A"

AS PER ORIGINAL

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF ROSENBERG

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Rosenberg, hereinafter referred to as "City".

WHEREAS County and City entered into that certain interlocal agreement for the calendar year 1986 for various county services; and,

WHEREAS, the City and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1986; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and City for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1987, to-wit:

__X__ a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

__X__ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1986 are hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document.

3. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.

4. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1987, and must be renewed annually thereafter.

RECEIVED
MAR 29 1987

5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 21st day of April, 1987.

THE CITY OF ROSENBERG

By: Henry A. Westheimer
MAYOR

ATTEST:

Joyce Hicks
CITY SECRETARY

SIGNED this 4 day of May, 1987.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Elaine Wilson
COUNTY CLERK

THE STATE OF TEXAS	§	
	§	LICENSE AGREEMENT
COUNTY OF FORT BEND	§	

THIS AGREEMENT made and entered into by and between the County of Fort Bend, hereinafter referred to as the "County", by and through the Commissioners' Court, and the City of Richmond, by and through the City Commission, hereafter referred to as the "City".

WHEREAS, the City is the owner of Liberty Street between Third Street and Second Street within the corporate limits of the City of Richmond; and,

WHEREAS, the County is the sole and only abutting real property owner on Liberty Street between Third and Second Streets; and,

WHEREAS, the County desires the City to close Liberty Street between Third and Second Streets and permit the County to incorporate same into a public parking area, for the Fort Bend County Courthouse complex; and,

WHEREAS, the City finds that the area of Liberty Street between Third and Second Streets is not a vital and usual part of the City's street system and that public convenience and necessity does not require that the street remain open to traffic; and,

WHEREAS, the City desires to grant the County a License to use the surface rights of said street for parking area only.

NOW, THEREFORE, it is agreed as follows:

1. City hereby grants and demises unto the County the right to use the Liberty Street right-of-way between Third Street and Second Street and to incorporate same into a public parking area for the Fort Bend County Courthouse Complex.

2. County understands and agrees that there exists public utilities in and under the said street right-of-way described herein and that no construction, alteration, improvement, and/or maintenance shall interfere with any such utilities.

3. County further understands and agrees that the City and/or any utility company has the right at all times to enter upon the premises herein described for the purpose of maintaining and/or constructing utilities thereon, provided, however the City and/or such utility companies will give twenty-four (24) hours notice whenever practicable to the County before entering on same for the purpose of maintaining or constructing said utilities.

4. County further understands and agrees that any improvements and changes made to said street right-of-way shall not change or hinder the surface water drainage, provided, however, modifications may be made only after first obtaining written consent of city.

5. County further understands and agrees that it may not construct and make any improvements on the said Liberty Street right-of-way between Third and Second Streets without first obtaining written approval of same from City.

6. In consideration for this agreement, the County shall pay to City the sum of ten and no/100 dollars ($10.00) and other good and value consideration, the sufficiency of which is hereby acknowledged by the parties.

7. This license is personal to the County. It is non-assignable and any attempt to assign this license will terminate the license privileges granted to County hereunder.

8. This agreement is for a period of fifty (50) years from the date of acceptance of same by City. The County may renew this agreement upon written notice of its intentions to renew, forwarded to City by certified mail, return receipt requested, no later than six (6) months prior to the actual termination date of this agreement and such renewal may be for a term not to exceed fifty (50) additional years.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year provided below.

CITY OF RICHMOND, TEXAS

by: _____
Mayor

ATTEST:

by: _____
City Secretary

FORT BEND COUNTY, TEXAS

by: Judie E. Stavinoha
County Judge

ATTEST:

by: Jeanne Wilson
County Clerk

LIST OF CASHIER'S CHECKS NOT CASHED BY CUSTOMER
issued by "REPUBLIC BANK RICHMOND"

NAME	AMOUNT	DATE	NUMBER
1. Finco of Houston	$ 5.00	03/12/84	073424
2. Peoples Bank	5.00	04/17/84	073731
3. Admiral Title Co.	5.00	08/13/84	074609
4. North American Mortgage Co.	36.00	12/05/84	075465
5. North American Mortgage Co.	104.00	04/15/85	076385
6. GEO International Corp	9.00	07/05/85	76930
7. Mortgage & Trust	8.00	01/28/86	78200
8. Shaw & Associates	5.00	03/20/86	78553
9. Jack Richards & Associates	18.00	04/09/86	78711
10. Noel J. Kuester	35.00	07/24/86	79521
11. Felis Miranda	3.00	08/26/86	79747
12. Farrell Bolz	44.00	08/27/86	79762
13. Suniland Furniture	5.00	10/01/86	80019
14. Hawkeye Bancorporation	5.00	10/07/86	80053
15. Travis W. Lewis, Sr.	3.00	10/28/86	80209
TOTAL	$290.00		

#11

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0032

INTERLOCAL COOPERATION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement is made and entered into by and between the Harris County Flood Control District, a body corporate and politic under the laws of the State of Texas, hereinafter "Flood Control District", a political subdivision of the State of Texas, the Harris-Galveston Coastal Subsidence District, a body corporate and politic under the laws of the State of Texas, hereinafter the "Subsidence District", Fort Bend County Drainage District, a political subdivision of the State of Texas, hereinafter "Fort Bend County" and the City of Houston, a municipal corporation, hereinafter the "City", pursuant to the Interlocal Cooperation Act,(Art. 4423(32c)V.T.C.S.).

WITNESSETH

WHEREAS, on the 14th day of January, 1986, after being so authorized by its governing body, the Flood Control District entered into a contract hereinafter referred to as the "Study", with the Joint Venture of Turner, Collie & Braden Inc., Pate Engineers, Inc., and Winslow & Associates, Inc., hereinafter the "Joint Venture";

WHEREAS, it would be to the mutual economic benefit of the parties hereto, in order to help minimize the impact of subsidence on flood prone areas under the control and jurisdiction of the parties hereto, the "City", "Fort Bend County", "Flood Control District" and the "Subsidence District" to share in the cost of the Study on an equitable basis;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties herein, it is agreed as follows:

I.

Upon completion of the Study, and consultation with the parties hereto, prior to its final approval and acceptance by the Flood Control District, the Flood Control District agrees to pay to the Joint Venture the total contract price of the Study, which is the sum of $885,650.00 subject to the terms of that certain agreement attached hereto and incorporated fully by reference herein as Exhibit 1, consisting of an Agreement for Engineering Study entered into on the 14th day of January, 1986 by the Flood Control District and the Joint Venture, which, together with Exhibit "A", "Scope of Services", is comprised of 23 pages, and an Agreement Modification executed on the 10th day of June, 1986 by the Flood Control District and the Joint Venture, which, together with Exhibit "A", "Scope of Services", is comprised of 16 pages.

II.

Within thirty (30) days of the execution of this Agreement by the Flood Control District, the City, Fort Bend County and the Subsidence District, the Subsidence District and the City each shall pay to the Flood Control District the sum of $262,000.00 and Fort Bend County shall pay to the Flood Control District the sum of $100,000.00 as each entity's total and complete share in the cost of the Study; provided, however, that if such sum already has been paid as of the date of execution hereof, such sum shall not be paid subsequent to the execution date hereof. The Flood Control District shall pay $262,000.00 as its total and complete share in the cost of the Study.

The Flood Control District shall promptly notify, as provided in Article V, below, the Subsidence District, the City and Fort Bend County in writing of

the date of the execution of this Interlocal Cooperation Agreement by the Flood Control District.

III.

It is understood and agreed, said Agreement being of the absolute essence of this Agreement, that the Subsidence District, the City and Flood Control District each shall pay a maximum total sum of $262,000.00; and each such sum paid by the Flood Control District, the City and the Subsidence District, shall discharge any and all of each entity's liabilities in connection with the Study. It is further understood and agreed, said Agreement being of the absolute essence of this Agreement that Fort Bend County shall pay a maximum total sum of $100,000.00 and such sum paid by Fort Bend County shall discharge any and all of Fort Bend County's liabilities in connection with the Study. It is further agreed that neither the Subsidence District, Fort Bend County, the City, nor the Flood Control District shall, under any circumstances, be liable for any amount in excess of the maximum total sums set forth above, regardless of whether any additional amounts are demanded to be paid by the Joint Venture in connection with the Study.

IV.

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of all parties hereto.

V.

Any notice required or permitted to be given to the Flood Control District hereunder may be given by certified or registered U.S. Mail, return receipt requested, postage prepaid, addressed to:

Harris County Flood Control District
9900 Northwest Freeway, Suite 220
Houston, Texas 77092

Attention: District Director

Any notice required or permitted to be given to the City of Houston hereunder may be given by certified or registered U.S. Mail, return receipt requested, postage prepaid, addressed to:

City of Houston
P. O. Box 1562
Houston, Texas 77251

Attention: Director of Public Works

Any notice required or permitted to be given to Fort Bend County Drainage District hereunder may be given by certified or registered U.S. Mail, return receipt requested, postage prepaid, addressed to:

Fort Bend County Drainage District
County Courthouse
Richmond, Texas 77469

Attention: County Engineer

Any notice required or permitted to be given to the Subsidence District hereunder may be given by certified or registered U.S. Mail, return receipt requested, postage prepaid, addressed to:

Harris-Galveston Coastal Subsidence District
1660 West Bay Area Boulevard
Friendswood, Texas 77546

Attention: General Manager

Notices required or permitted to be given under this Agreement shall be considered given and completed upon deposit in the U.S. Mail as aforesaid.

VI.

All results and products of the Study, whether in printed document, or other form, shall be the sole property of the parties to this Agreement. Upon its receipt from the Joint Venture of any results and products of the Study, including, but not limited to, the final report, exhibits and any supporting data (collectively, the "Study Results"), the Flood Control District shall provide, or cause the Joint Venture to provide, duplicates of the Study Results to the Subsidence District, the City and Fort Bend County, unless any of such entities indicates that any or all of the Study Results need not be so provided.

VII.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by all parties hereto.

IN TESTIMONY WHEREOF, this instrument has been executed in multiple originals, each to have the force and effect of an original as follows:

(a) It has been executed on behalf of the Flood Control District on the _____day of_____,198___, by the County Judge _____ of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County, Texas, sitting as the governing body of the Flood Control District, authorizing such execution; and

(b) It has been executed on behalf of the Subsidence District on the_____day of_____,198___, by its Chairman pursuant to a resolution of the Board of Directors authorizing such execution.

(c) It has been executed on behalf of Fort Bend County on the 4 day of May,1987, by its County Judge pursuant to a resolution of the Fort Bend County Commissioners Court, authorizing such execution.

(d) It has been executed on behalf of the City of Houston on the _____ day of _____,198___, by its Mayor and attested by its City Secretary pursuant to an ordinance of the City Council of the City of Houston, authorizing such executions.

HARRIS COUNTY FLOOD CONTROL DISTRICT

By_____
JON LINDSAY, County Judge

MIKE DRISCOLL
County Attorney
Harris County

By_____
ROCK W. A. OWENS
Assistant County Attorney

HARRIS-GALVESTON COASTAL SUBSIDENCE DISTRICT

By_____
James C. Box
Chairman, Board of Directors

ATTEST:

By_____
Bob Maeser, Vice Chairman

AS PER ORIGINAL

MAYOR, DAY & CALDWELL
Legal Counsel to the
Subsidence District

By_____
Roliff H. Purrington, Jr.

FORT BEND COUNTY DRAINAGE DISTRICT

By Jodie E. Stavinoha
County Judge

_____
Larry Wagenbach
County Attorney
Fort Bend County

CITY OF HOUSTON

By_____
Kathryn J. Whitmire
Mayor

_____
Jerry Smith
City Attorney

ATTEST:

By_____
City Secretary

AUDITOR'S CERTIFICATE

I certify that funds in the amount of $262,000.00 are available to accomplish and pay the obligations of HARRIS COUNTY FLOOD CONTROL DISTRICT under the foregoing contract.

J. F. Flack

I certify that funds in the amount of $100,000.00 are available to accomplish and pay the obligations of FORT BEND COUNTY DRAINAGE DISTRICT under the foregoing contract.

Robert L. Douglas

I certify that funds in the amount of $262,000.00 are available to accomplish and pay the obligations of the CITY OF HOUSTON under the foregoing contract.

14. ACCEPT STREETS IN TARA SUBDIVISION, SECTION 3 INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the following streets into the county road maintenance system in Precinct 1:

Shiloh Dr.	875 ft.
Tara Plantation Dr.	1,210 ft.
Kearney Dr.	1,217 ft.
Willoughby Dr.	890 ft.
Harpers Dr.	2,446 ft.
Renfro Dr.	1,837 ft.
Grant Dr.	970 ft.
Jubal Dr.	750 ft.
River Road Dr.	550 ft.

15. CONSIDER APPROVAL OF AGREEMENT WITH AUSTIN STATE HOSPITAL FOR THE COUNTY TO PERFORM PHYSICAL EXAMS TO PATIENTS OF FORT BEND COUNTY MENTAL HEALTH CENTER:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve agreement with Austin State Hospital with State covering cost of $10.00 as presented by Norma Bruce, Clinical Social Worker.

16. APPROVE FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve fee and non fee officers' monthly report for March 1987. (Recorded in minutes in full)

17. CONSIDER CANCELLING REPLAT OF BRYNMAWR LAKES ESTATES IN PRECINCT 3 AND TAKE NECESSARY ACTION THEREON:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Resolution and Order Cancelling the Replat of Brynmawr Lake Subdivision. (Recorded in minutes in full)

18. CONSIDER APPLICATION FROM CITY OF HOUSTON TO LAY WATER LINE CROSSING COUNTY DRAINAGE DITCH B-2 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from City of Houston to lay water line crossing county drainage ditch B-2 in Precinct 2. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE ALONG EMERSON RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone to lay cable along Emerson Rd. in Precinct 2. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM VANTAGE PROPERTIES TO CONSTRUCT AN ESPLANADE ALONG WILLIAMS TRACE BLVD. & SETTLERS WAY BLVD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Vantage Properties to construct an esplanade along Williams Trace Blvd. and Settlers Way in Precinct 4. (Recorded in minutes in full)

(14) 02201

COUNTY OF FORT BEND

Engineering Department

Stanley L. Kucherka, Jr. P.E.
Fort Bend County Engineer

0032

P. O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

AS PER ORIGINAL

April 27, 1987

Commissioner Johnnie Pustka
County Precinct #1
P. O. Box 148
Richmond, Texas 77469

RE: Tara, Section 3

Dear Sir,

Fort Bend County Engineering Department has inspected the roads in the above referenced subdivision and recommends that it be accepted for permanent maintenance by the County.

Sincerely yours,

Ron D. Drachenberg

Ron D. Drachenberg, P.E., R.P.S.
Assistant Engineer

RDD:rp

cc: Mr. Keith Jackson
Keith Jackson Co.

RECEIVED MAY 0 1 1987

AS PER ORIGINAL

02202

Frank H. Comiskey, C.P.C.U.
Charles E. Comiskey, C.P.C.U., C.I.C.

COMISKEY INSURANCE AGENCY, INC.

P.O. Box 22751
Houston, Texas 77227-2751
(713) 627-7810

3915 Essex Lane
Suite 201
Houston, Texas 77027

0032

January 9, 1987

RECEIVED
MAY 12 1987
COUNTY JUDGE

Mr. G.R. Jackson
16000 Barkers Point Lane, Suite 260
Houston, Texas 77079

Re: Tara Subdivision, Section III
Bond No. 2C967608

Dear Mr. Jackson:

The captioned bond in the amount of $100,920. is due to expire March 17, 1987. Is renewal of this bond required?

Please keep in mind that we are not allowed to cancel this bond until we have received a statement from the County Judge of Fort Bend County that the county has accepted the subdivision and has released us from all liability under our bond.

Your prompt response regarding this matter would certainly be appreciated. Should you have any questions, please do not hesitate to call.

Sincerely,

COMISKEY INSURANCE AGENCY, INC.

Charles E. Comiskey, C.P.C.U., C.I.C.

CEC/jkb

RECEIVED JAN 13 1987

(14) 02203

TARA, SEC. 3

Grant Dr.	970'
Harpers Dr.	2446'
Jubal Dr.	750'
Kearney Dr.	1217'
Renfro Dr.	1837'
River Rd.	550'
Shiloh Dr.	875'
Tara Plantation Dr.	1210'
Willoughby Dr.	890'

0032

AS PER ORIGINAL

15

02204

0032

AS PER ORIGINAL

STATE OF TEXAS

COUNTY OF FORT BEND

A G R E E M E N T

Pursuant to authority contained in Sections 2.13, Article 5547-202, Vernon's Texas Civil Statutes, the AUSTIN STATE HOSPITAL, a facility of the Texas Department of Mental Health and Mental Retardation, hereinafter called HOSPITAL, acting by and through its Superintendent, and FORT BEND COUNTY, hereinafter called COUNTY, acting by and through its County Judge, jointly agree to provide certain Mental Health services to the residents of Fort Bend County in conformity with the following terms and conditions:

COUNTY agrees to provide physical examinations to patients of the Fort Bend County Mental Health Center, when physical examinations cannot be obtained in some other manner. HOSPITAL agrees to reimburse COUNTY for services at the rate of ten dollars ($10.00) each.

Payment will be made on a monthly basis and will be based upon a statement which includes the patient's case number for each person billed. The statement must be approved by the Center Director of the Fort Bend County Mental Health Center and forwarded to the Director of Community Programs at HOSPITAL.

EXECUTED this 23th day of April, 1987.

FORT BEND COUNTY

Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

AUSTIN STATE HOSPITAL

H. K. Dudley, Jr.
Superintendent

AS PER ORIGINAL

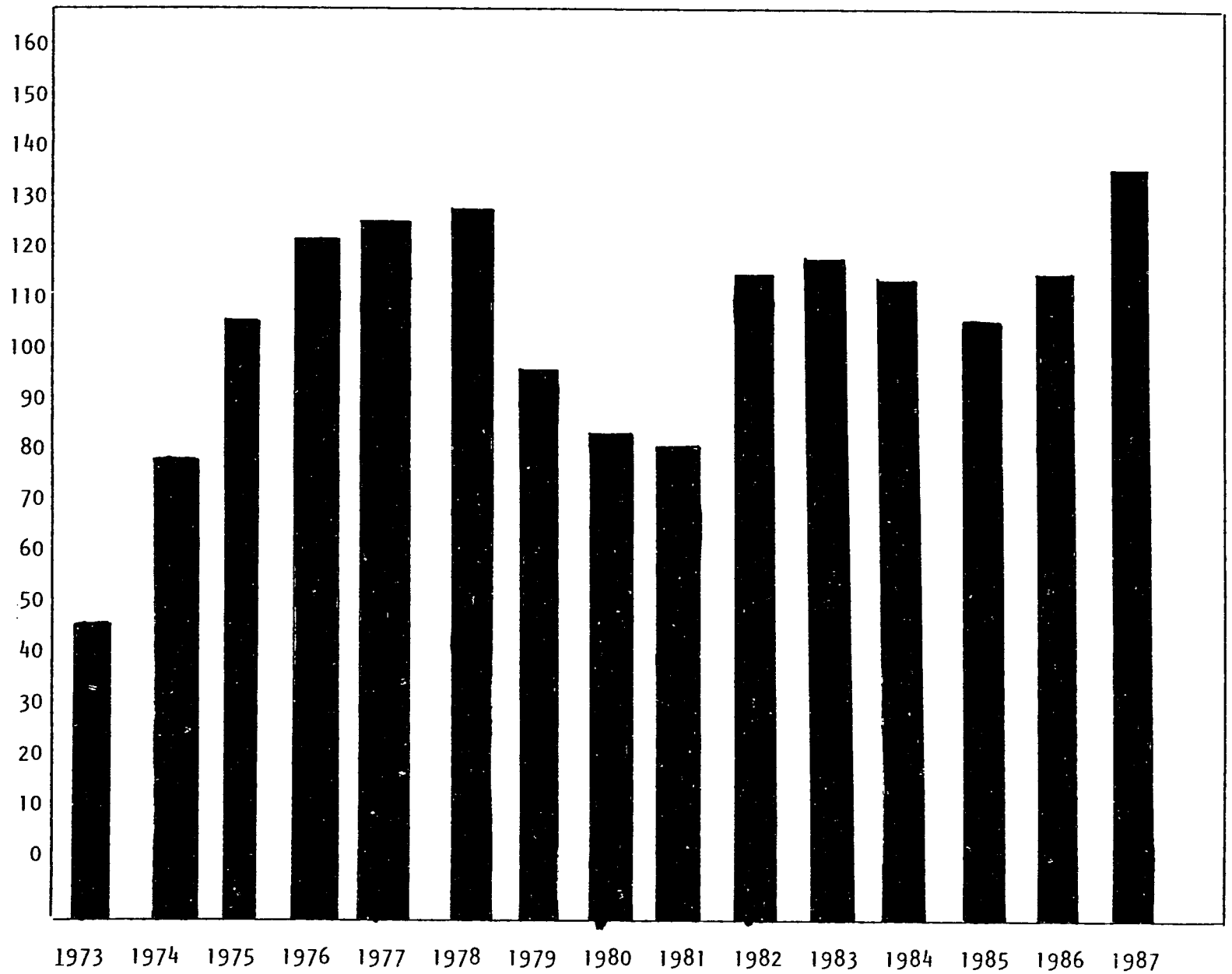
FORT BEND COUNTY OUTREACH CENTER
1601 Main
Box 142
Richmond, TX 77469
342-6384

The Fort Bend County Outreach Center was opened in 1973. The Center is an outpatient medication maintenance clinic for Austin State Hospital. As such it functions as the County's Mental Health Authority.

The Center provides medication monitoring services to persons diagnosed as suffering from a major mental illness such as Schizophrenia, Bi-Polar Disorder, and Affective Disorders. Referrals for clinic services come from a variety of sources, these may include: Austin State Hospital, the Fort Bend County Sheriffs' Department, area police departments, the County's Health Care Program, Polly Ryon Memorial Hospital, other private health resources, family members, and other community agencies. All referrals are screened carefully by Outreach staff to determine the appropriate need for either psychiatric in-hospital treatment at Austin State Hospital or outpatient services at the clinic. The Center services only the severely chronically mentally ill.

The Center is staffed by a Center Director, Norma Bruce, Clinic Social Worker, Gloria O. Garcia, one Case Manager, Gloria Gallegos, and center secretary, Juanita Moody. Dr. Daniel A. Kaufman, a private psychiatrist from Houston, is available to center on a consulting basis on a one day per week basis. Dr. Kaufman is available to monitor clinic patients' response and compliance to psychotropic medication.

02206
0032
AS PER ORIGINAL



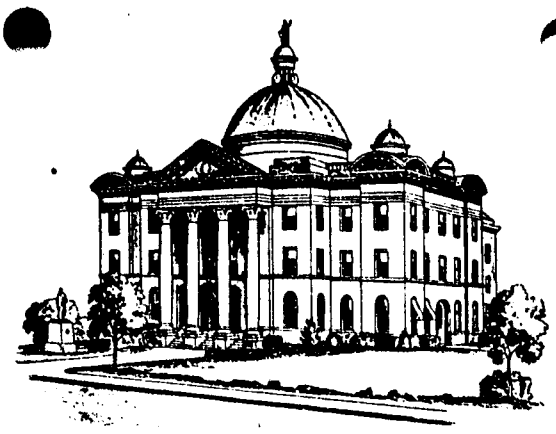
FORT BEND COUNTY OUTREACH CENTER--CASELOAD AVERAGES FOR PAST 13 YEARS AND 4 MONTHS OF 1987

* Please note, increases in caseload during 1975, 1976, 1977, and 1978 reflect closing of the Texas Research Institute of Mental Sciences in Houston. Fort Bend County clients were transferred to Fort Bend Outreach for services and follow-up.

16

Pseas 02207

AS PER ORIGINAL



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

May 4, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of March 1987. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The monthly report of Justice of the Peace Pct. 4 James Adolphus reflected only criminal fees for the month of March. The civil report was not completed nor were the fees turned into the Fee Officer Account until April due to several discrepancies which they found in preparing their report. Judge Adolphus advised me that his office was conducting their own audit to determine what the discrepancies are. My staff conducted an audit and found that civil fees were not being deposited weekly according to the accounting procedures but were deposited at the end of the month, sometimes a week after the end of the month just before the report was due. This was previously brought to their attention. We also noted that civil cases did not always run in consecutive numerical order. We were told this was because sometimes case numbers would be assigned by telephone, however the fee would not be paid until a later date which could be confusing if the case was never paid at all. We instructed Judge Adolphus' Chief Deputy to try to match all civil and small claims cases docketed to a receipt and a deposit to determine which ones were paid and which were not. They did find a check in the office for a case filed last month, but not deposited however the report "balanced". It is possible that perhaps cash from March was used to make up the difference in the February report due to the misplaced check. It is undermined at this time how much the civil report is short or over at this time.

In February JP4's criminal fees were understated by $5.00 for an NSF service charge fee (which is normally 15.00) that was not reported or receipted, but was deposited. This may or may not be related to this month's civil report, but should be considered as a possible way the February civil report balanced without the check being deposited.

Posting errors were found in the docket books and we emphasized the importance of daily balancing of the receipts to the paid complaints and to the cash received. They were instructed to make weekly deposits to the Fee Officer Account with the County Treasurer. We approved the criminal portion of his report and further recommendations will be made to help eliminate some of the problems his office has been experiencing upon completion of our Internal Controls Audit.

AS PER ORIGINAL

02208

An Internal Controls Audit and cash count was conducted in JP 2 place 1, Judge Molina's office. Internal controls were found to be satisfactory and all procedures are being followed as prescribed with the exception of keeping up the Fee Officer Account which was explained to them and has since been corrected and brought up to date. His report was approved; cash count balanced.

An internal controls audit was conducted in the office of Judge Robert Stahl, Justice of the Peace Pct 3. Judge Stahl's fine schedule is the highest in the county and he has implemented a "payment plan" that allows a violator to pay his fine out in three or four monthly payments. However, in reviewing his "accounts receivables" we found approximately $6,000.00 past due balances, some since 1984. We feel that if a payment plan is to be made available to help violator's pay their fines, it should be diligently followed up by issuing warrants on those who have fallen behind on their payments. Several posting and reporting errors were also found on the March report which have been corrected.

Some suggestions and recommendations will be made to his office to strengthen some weaknesses. We believe the suggestions will allow his staff to check and balance each other by further segregating their present duties and areas of responsibilities.

The following is the JP's case report for March 1987 which is part of their monthly report. We bring this to your attention due to the significant number of old and open cases with several of the JP's.

JP		# New Cases	# Old Cases	# Dismissed	# Cases Paid	$ Amount	# Open Cases
JP 1	Geick	704	2,274	115	306	14,104.50	2,557
JP2-1	Molina	237	274	38	104	5,931.00	369
JP2-2	Fredrickson	508	622	152	330	16,204.00	648
JP3	Stahl	197	1,401	8	104	4,532.00	1,486
JP4	Adolphus	402	2,167	151	170	8,152.59	2,248

We would like too correct an error on our February Report to Commissioner's Court. The fees for the sheriff reported should be as follows:

	GROSS	FEES OF OFFICE TO GENERAL FUND	MISC FEES & REFUNDS	TOTAL AMOUNT COLLECTED
Civil	4,672.00			
Criminal	32,162.75	4,938.00	31,896.75	36,834.75

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1986.

If the Court concurs, the following order might be adopted:

Moved be Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of March, 1987 be approved as recommended by the County Auditor in her letter of May 4, 1987.

Sam Dick, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AS PER ORIGINAL

FEE OFFICERS REPORT TO COMMISSIONERS COURT
March 1987

OFFICER	GROSS	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	1,035.00	1,035.00			1,035.00
County Clerk					
Civil	71,425.75				
Criminal	59,232.00	81,040.77	23,702.48	25,914.00	130,657.25
District Clerk					
Civil	52,408.07				
Criminal	18,412.00	31,086.54	3,459.00	36,333.53	70,879.07
Tax Collector	243,974.17	243,974.17			243,974.17
District Atty.***	2,309.34			2,309.34	2,309.34
Sheriff					
Civil					
Criminal	3,796.02	8,031.50		30,359.98	38,391.48
J.P. #1					
Civil	2,194.00				
Criminal	14,104.50	12,369.57		3,928.93	16,298.50
J.P. #2-1					
Civil	1,808.00				
Criminal	5,931.00	6,315.00		1,424.00	7,739.00
J.P. #2-2					
Civil	132.00				
Criminal	16,204.00	11,210.00		5,126.00	16,336.00
J.P. #3					
Civil	5,396.00				
Criminal	4,532.00	7,860.45		2,067.55	9,928.00
J.P. #4					
Civil	1,141.00				
Criminal	8,152.59	6,010.59		2,142.00	8,152.59
Constable #1	71,562.47	2,790.00		68,772.47	71,562.47
Constable #2	3,040.00	3,040.00			3,040.00
Constable #3	36,982.03	8,732.26		28,249.77	36,982.03
Constable #4	3,265.00	3,265.00			3,265.00
TOTAL		426,760.85	27,161.48	206,627.57	660,549.90

* County Revenues deposited into the General Fund.

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees and Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A., Sheriff, Constable, Animal Control; State Comptroller, Court Taxes, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and also will be reported on the annual report.

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

02210

TAX COLLECTOR

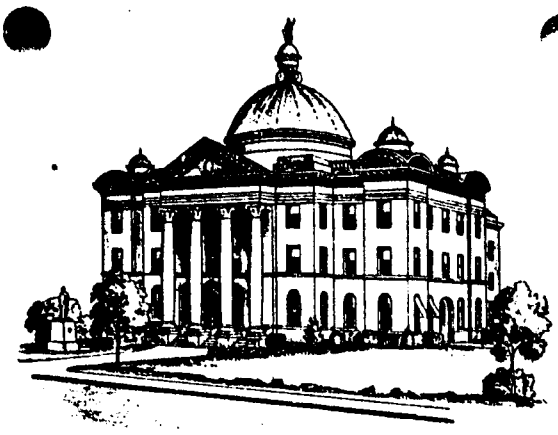
MARCH

AS PER ORIGINAL

HIGHWAY FEES	-0-
ROAD AND BRIDGE	-0-
INTEREST EARNED FOR FEB.	79,006.63
TITLES-MOTOR VEHICLES	8,935.00
COMM. AUG. CORRECTION	(4.41)
COMM. DEC.	34,625.21
COMM. JAN.	107,169.19
COMM. FEB.	8,978.32
COMM. MARCH	2,504.73
BEER AND LIQUOR	2,500.00
BEER AND LIQUOR, FEES OF OFFICE	259.50
	$243,974.17

02211

AS PER ORIGINAL



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

May 4, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of March 1987. 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, 1987.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of March 1987 be approved as recommended by the County Auditor in her letter of May 4, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterling Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

AS PER ORIGINAL

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

March 1987

CHILD SUPPORT	840.00
HEALTH AND SANITATION	1,407.50
AMBULANCE	10,201.30
ANIMAL CONTROL	1,001.00
SANITARY LANDFILL	127,517.01
LIBRARIES	3,891.89
INDIGENT CARE	120.00
FAIRGROUNDS	5,806.40
ADULT PROBATION (FUND 99)	41,689.05
JUVENILE PROBATION	2,133.40
COUNTY ENGINEERING	440.00
BAIL BOND BOARD	20,500.00
TOTAL FOR THE MONTH	215,547.55

RESOLUTION AND ORDER CANCELLING THE
REPLAT OF BRYNMAWR LAKE SUBDIVISION

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

On this the 4th day of May, 1987, 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 PRESSLEY, seconded by COMMISSIONER LUTTS, duly put and carried:

RESOLUTION

WHEREAS, Brynmawr Lake Subdivision was duly platted and filed of record with the Office of County Clerk on the 4th day of June, 1984, found in Plat Slide 705 A & B of the Official Plat Records of Fort Bend County and thereafter revised by a replat duly filed of record with the Office of County Clerk on the 13th day of November, 1984, found in Plat Slide 737 A & B of the Official Plat Records of Fort Bend County, hereinafter referred to as "Plat";

WHEREAS, a request was made by the landowners of certain property within the subdivision to revise the above stated plat;

WHEREAS, following a hearing before the Commissioners' Court of Fort Bend County, Texas, on the 9th day of March, 1987, the revision of said plat was approved and the revision was filed with the Office of the County Clerk on the 9th day of March, 1987, found in Plat Slide 894B of the Official Plat Records of Fort Bend County, hereinafter referred to as "Partial Replat".

WHEREAS, thereafter, a certain lot owner having objected to the above stated Partial Replat owing to the fact that they did not receive official notice of same (attached hereto and made a part hereof for all purposes is a copy of said objection);

WHEREAS, Interfirst Bank SW, Houston, Texas, desires to withdraw the subject Partial Replat (attached hereto and made a part hereof for all purposes is a copy of said withdrawal).

WHEREAS, Commissioners' Court of Fort Bend County has found and determined that notice was not given to all of the lot owners of the above stated subdivision, as required in Article 6632e, Vernon's Texas Civil Statutes and that the said Partial Replat should be cancelled, vacated and terminated:

NOW, THEREFORE, BE IT RESOLVED and ORDERED that the Partial Replat of Brynmawr Lake Subdivision, filed in the Office of the County Clerk of Fort Bend County, Texas found in Plat Slide 894B be, and the same is hereby, cancelled, vacated and terminated with the Partial Replat having no further force and affect.

BE IT FURTHER RESOLVED and ORDERED that the Plat of Brynmawr Lake Subdivision, filed in the Office of the County Clerk of Fort Bend County, Texas found in Plat Slide 705 A & B and later revised by replat found in Plat Slide 737 A & B be, and the same is hereby, declared and reinstated as the official plat of the said subdivision, disregarding any attempted amendments, revisions or replats thereafter by the replat found in Plat Slide 894B.

BE IT FURTHER RESOLVED and ORDERED that the County Clerk of Fort Bend County, be and she is hereby, authorized and ordered to file the original of this resolution and order in the Official Deed Records of Fort Bend County, Texas.

BE IT FURTHER RESOLVED and ORDERED that the County Clerk of Fort Bend County be, and she is hereby, authorized and ordered to permanently attach and affix a true and correct certified copy of this resolution and order to the Replat of Brynmawr Lake Subdivision filed of record found in Plat Slide 894B to evidence that said replat has this day been cancelled, vacated and terminated by action of Commissioners' Court.

PASSED and APPROVED this 4th day of MAY, 1987.

FORT BEND COUNTY, TEXAS

by: Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

ATTEST:

by: Dianne Wilson

Dianne Wilson
County Clerk

AS PER ORIGINAL

02215

JEFFREY R. SINGER
ATTORNEY AT LAW

6430 RICHMOND AVENUE
SUITE 400
HOUSTON, TEXAS 77057
713/266-7171

0032

April 2, 1987

Mr. Alton Pressley
Commissioner, Precinct 3
Fort Bend County
Fort Bend County Courthouse
500 Jackson
P.O. Box 368
Richmond, Texas 77469

Dear Commissioner Pressley:

I represent Dr. and Mrs. Nicholas Nauert who are currently the owners of Lot 16, Block 1, of Brynmawr Lake Estates, 77.334 acres in the Knight & White League, Abstract 46, in Fort Bend County, Texas.

My clients have recently become aware of an attempt to replat the originally designated park area of this subdivision into a residential lot and of the call of a public hearing regarding said replatting. They received no notice of a public hearing for this purpose nor of the replatting of the area in question.

They have not previously nor do they presently consent or agree to the replatting of the designated park area into a residential lot, and, as such, they request of the Commissioners the opportunity to discuss their opposition and the chance to present reasons for such opposition. Please let me know of a date at which my clients and I may appear before the Commissioners for this purpose.

Very truly yours,

Jeffrey R. Singer

JRS:ams

xc: Dr. and Mrs Nicholas Nauert

Certified Mail No. P-582 927 462
Return receipt requested

1942 1065

Larry

InterFirst

InterFirst Bank SW Houston, N.A.
Post Office Box 1057
5123 Bellaire Blvd.
Bellaire, Texas 77401
(713) 669-4424

Jack E. Welch
Chairman of the Board

02216

AS PER ORIGINAL
RECEIVED APR 24 1987

April 23, 1987

Commissioner Alton B. Pressley
Fort Bend County - Precinct 3
1809 Elridge Road
Sugarland, Texas 77478

Re: Brynmawr Lakes Estates
A Resubdivision of 3.1369 acres of land being
Lot No. 23, Block No. 1, and Lot No. 1, Block No. 2,
Both being out of the Replat of Brynmawr Lake Subd.
(Slide No. 737 A & B; P.R.) in the Knight & White
League, AB. 46, Fort Bend County, Texas.

Dear Commissioner Pressley:

We wish to withdraw the subject replat. There was apparently an overaight in that one of the property owners in this subdivision was not given proper notice of the hearing on the replat.

Please send me the necessary documentation to show the subject property recorded in the form prior to the granting of the replat.

We apologize for the problem and truly appreciate your assistance.

Sincerely,

Jack E. Welch

JWE/ta

FILED

'87 MAY -6 A8:55

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

MAY 8 1987

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

18

AS PER ORIGINAL

02217

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of The City of Houston dated 4/30/87, permit no. 80812 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 17th. day of May, 19 82, recorded in Volume 33 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 Stanley L Kruchov
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 33 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.

[illegible] 5/4/87

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)

WAS PER ORIGINAL

02218

TO COUNTY OF FORT BEND

PRECINCT NO. 2 0032
PERMIT NO. 80812

Formal notice is hereby given that THE CITY OF HOUSTON, 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
FBCD B-2	ON MAYWOOD APPROX. 80' WEST OF DRAKESTONE	80'	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

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: CITY OF HOUSTON
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
for Walter Williams
(Signature) MEB ENGINEERING INC 668-2747
NAME & TITLE WALTER WILLIAMS
(Please Print) ASST. DIRECTOR PUBLIC WORKS, CITY OF HOUSTON
DATE: April 30, 1987
ADDRESS P.O. Box 1560, Houston
(Street/P.O. Box)
Houston, Tx 77251
City State Zip
TELEPHONE NO: 222-4042

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated 4/24/87, permit no. 80810 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 17th. day of May, 19 82, recorded in Volume 33 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 [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

AS PER ORIGINAL

02220

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80810

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Emerson	Southwest corner HWY 59	62' southwest	62'

General Description

See profile sheets on manhole.

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: Ft. Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

D. K. Owen
(Signature)

NAME & TITLE D.K. Owen, Engineer
(Please Print)

DATE: 4-24-87
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy TX 77450
City State Zip

TELEPHONE NO: 392-9700

20

AS PER ORIGINAL

02221

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Vantage Properties, Inc. dated 4/30/87, permit no. 80811 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 17th. day of May, 1982, recorded in Volume 33 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 Lutts, 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 Kirchoff
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 33 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.

02222

Appl. # 80811

AS PER ORIGINAL

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

4/30/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

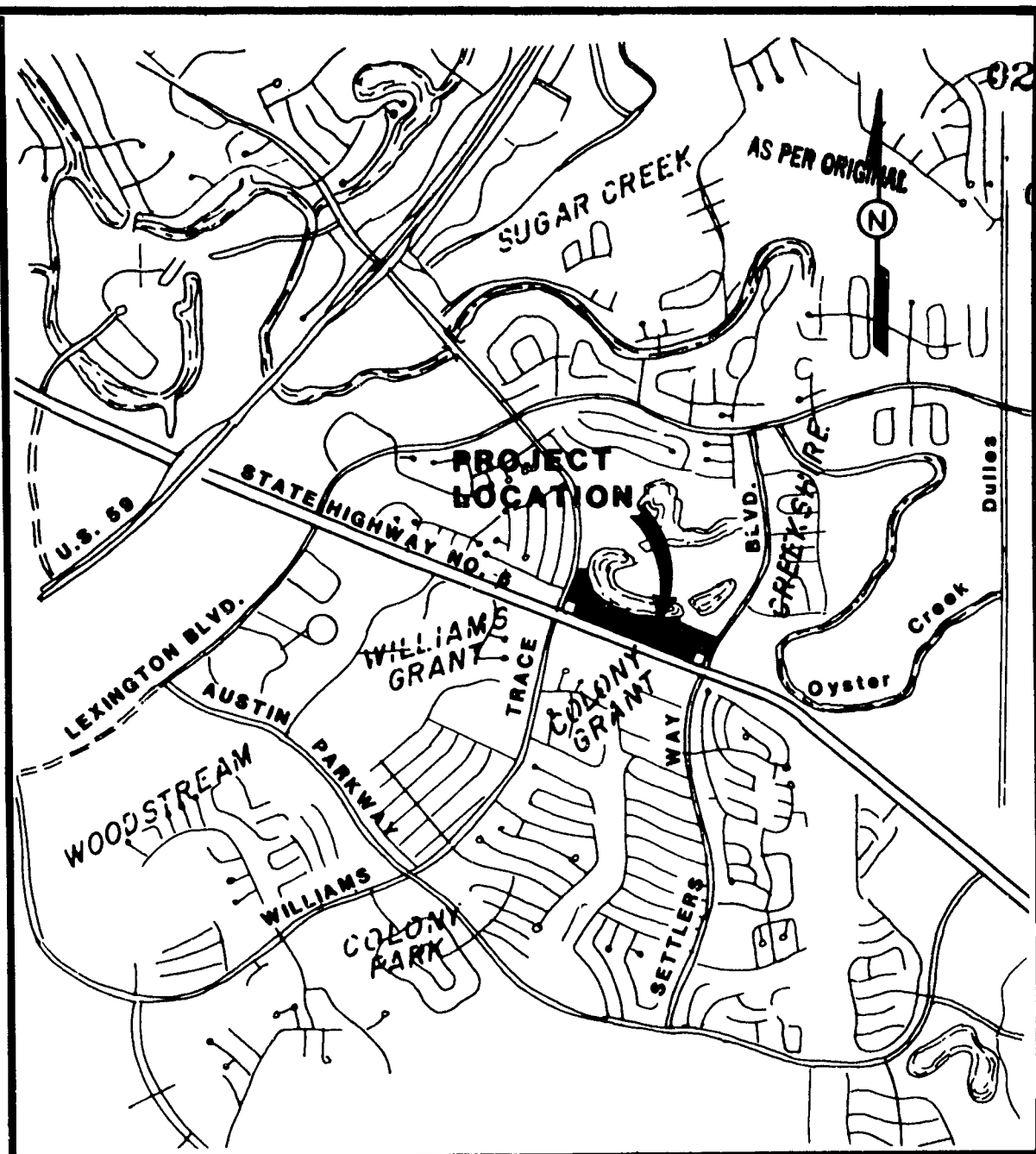
x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $5,580.00



VICINITY MAP SCALE: 1":1/2 mi.

21. ADVERTISE FOR BIDS FOR A SCREENING PLANT & CONVEYOR:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for a screening plant & conveyor.

22. CONSIDER APPROVAL OF DEALER BOND FOR JOHN B. O'MEARA, NO. 070153:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve dealer bond for John B. O'Meara, No. 070153 of Rosenberg Chrysler/Plymouth. (Recorded in minutes in full)

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION - (1) CONSIDER COMPROMISE AND SETTLEMENT FOR LOSS OF COUNTY PROPERTY; (2) CONSIDER, POSSIBLE LITIGATION ON COUNTY BID CONTRACTS; AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

RECESS:

Commissioners' Court recessed at 11:00 a.m.

RECONVENED:

Commissioners' Court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKER (#87-32); (2) ONE OR MORE NEW EMULSION STORAGE TANK (#87-33); (3) ONE OR MORE NEW CRAWLER TRACTOR WITH BLADE (#87-36):

Open bids for one or more new pneumatic hydraulic road packer:

The following bids were presented to Commissioners' Court for review.

A)	Eagle Lake Implement Co., Inc.	$ 14,875.00
B)	Preco Machinery Sales	$ 14,275.00
C)	Tomm Lee, Inc.	$ 10,900.00

Open bids for one or more new emulsion storage tank:

The following bids were presented to Commissioners' Court for review.

A)	Hi-Way Equipment	$ 9,650.00
B)	Preco Machinery Sales, Inc.	$ 7,250.00
C)	R.J. Miller Co.	$ 7,545.00

Open bids for one or more new crawler tractor with blade:

The following bids were presented to Commissioners' Court for review.

A)	Alvin Equipment Inc.	no bid
B)	Hi-way Equipment Co.Inc.	$ 179,300.00
C)	Mustang Tractor & Equipment Co.	$ 183,501.00
D)	Waukesha-Pearce Industries, Inc.	$ 173,922.00

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to Waukesha-Pearce in the amount of $173,922.00 for new crawler tractor with blade for Drainage District department. (Recorded in minutes in full)

+1 2 02225

P-Pustka

0032

April 30, 1987

Please put the following item on the Agenda for May 4,1987.

SUBJECT: Dealer Bond Approval

AS PER ORIGINAL

Approval of Designated Agent Bond Number 070153 listing John B O'Meara as Principal.

John B. O'Meara has applied for the bond in order that Rosenberg Chrysler-Plymouth - FKA Frontier Chrysler-Plymouth may issue license plates and apply for title on the new vehicles they sell.

The bond is in the amount of $20,000.00 which covers:

1.	A book of 50 validation stickers valued at	3,000.00
2.	County Road & Bridge fee for 50 vehicles	250.00
3.	Title fee for 25 vehicles	250.00
4.	25 receipts for sales tax & title	16,500.00

As per the opinion of Larry D. Wagenbach, Assistant District Attorney, dated 18 February 1987 all bonds are made payable to the Fort Bend County Tax Assessor-Collector and/or County Judge.

cc: County Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry D. Wagenbach

92226
24

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKER

BID NUMBER: 87-32

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	14,875.00
EL CAMPO EQUIPMENT CO., INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
JOHNSON & ROACH TRACTOR CO.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	14,275.00
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
TOM FAIREY COMPANY	
TOMM LEE, INC.	10,900.00
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES INC	
WORLD WIDE WELDING & PRESS INC	

02227

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW EMULSION STROAGE TANK

BID NUMBER: 87-33

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT CO., INC.	9,650.00
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
JOHNSON & ROACH TRACTOR CO.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	7,250.00
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	
R. J. Miller Co	7,545.00

02228

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTOR WITH BLADE

BID NUMBER: 87-36

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	NO BID
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT CO., INC.	179,399.00
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
JOHNSON & ROACH TRACTOR CO.	
MUSTANG TRACTOR & EQUIPMENT CO	183,501.00
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	173,922.00
WORLD WIDE WELDING & PRESS INC	

25. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

26. ADJOURNMENT:

Commissioners' Court adjourned at 1:45 p.m. Monday, May 4, 1987.

AS PER ORIGINAL

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 4 day of May, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Sutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

02230A
0032

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 4, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.2161

ENDING WITH
FILM CODE NO. VOL.0032 PG.2230

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

02230 B
0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4 DAY OF JUNE, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 2231.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 11, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meeting of May 4, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: accept donated items from Chevron, Inc.

6. Consider proclamation for Fort Bend Historic Preservation Week in honor of the Museum Association's 20th anniversary.

7. Ms. Kathy Kynson, County Treasurer, re: approval of County Treasurer's monthly and quarterly reports.

8. Consider proposal from Lichliter/Jameson & Associates to survey route of extension of FM-2234.

9. Consider resolution to State Dept. of Highways & Public Transportation pertaining to the Bridge Load Posting Agreement.

10. Consider approval of invoice in the amount of $84,000 to Chris DiStefano for services rendered on Courthouse Annex II project.

11. Record change of name of "United Medical Plan of Texas" to "Equicor"

12. Consider approval of recommended changes to the Policies & Procedures Manual.

13. Consider setting public hearing for replat of Oyster Point, Sections 1, 2 & 3 in Precinct 3.

14. Consider application from Southwestern Bell Telephone to lay cable across Seabourne Creek in Precinct 1, across Coon Creek in Precinct 2 and to cross Cottonwood in Precinct 4.

15. Consider application from Fort Bend Telephone to lay cable along Marek Rd. in Precinct 2.

16. Consider application from City of Houston to lay a water line crossing County drainage ditch B-1 in Precinct 2.

17. Consider transferring automobile from Sheriff's Dept. to Data Processing Department.

18. Accept bids for (1) One or more new pneumatic hydraulic road packers (#87-32); (2) One or more new emulsion storage tanks (#87-33).

19. Consider agreement to modify conditions of delivery and payment of 11 vehicles delivered by Chuck Miller Ford to Sheriff's Dept.

20. Consider recommendation from the Safety Committee regarding safe driving awards.

21. Set bond amount for fire marshal.

22. Advertise for bids for data processing equipment (funds are available).

23. Meet in Closed Session to discuss personnel matters - collection of HMO fees owed by County personnel (Art. 6252-17, Sec. 2(g), V.T.C.S.); and take action, if necessary.

AS PER ORIGINAL 02232

0032

24. 1:30 p.m. - Open bids for the following: (1) Purchase of gasoline for Fort Bend County (#87-34); & (2) Purchase of diesel fuel for Fort Bend County (#87-35).

25. Approve bills.

26. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
MAY 7 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, Richmond, Texas on Thursday, May 7, 1987 at 3:00 p.m. by N. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, MAY 11, 1987
11:00 O'CLOCK A.M.

1. Mr. Larry Dunbar, Espey-Huston & Associates, Inc., re: report on Fort Bend County Master Drainage Study.

2. Review Drainage District's monthly report.

3. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
MAY 7 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse, and glass panels, Courthouse Annex, Richmond, Texas on Thursday, May 7, 1987 at 3:00 p.m. by N. Landry.

REGULAR SESSION

AS PER ORIGINAL

BE IT REMEMBERED That on this 11TH day of MAY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

Proclamation honoring America's Armed Forces is proclaimed for Saturday, May 23, 1987.

1. APPROVE MINUTES OF MEETING OF MAY 11, 1987:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve meeting of May 4, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfer for COMMISSIONER PRECINCT 3. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to approve out-of-town travel request for the following departments:

Commissioner Precinct 1 & 3
Veterans Service
Data Processing
Health Department
Tax Assessor/Collector
District Attorney

5. SHERIFF GUS GEORGE, RE: (1) ACCEPT DONATED ITEMS FROM CHEVRON,INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept donated items from Chevron, Inc. as presented. (Recorded in minutes in full)

6. CONSIDER PROCLAMATION FOR FORT BEND HISTORIC PRESERVATION WEEK IN HONOR OF THE MUSEUM ASSOCIATION'S 20TH ANNIVERSARY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve proclamation for Fort Bend Historic Preservation week in honor of the Museum Association's 20th anniversary. (Recorded in minutes in full)

02234

AS PER ORIGINAL

0032

P R O C L A M A T I O N

WHEREAS, many veterans of America s Armed Forces who have served their country in war and peace are now separated from familes and friends, and let us not forget the sacrifices of these veterans who fought with full measure of their valor and loyalty to protect our country; and

WHEREAS, the Houston Foundation for Vietnam Veterans will hold a march on May 23, which will be the focal point of a four day celebration for the Veterans of all United States wars and conflicts; and

WHEREAS, the march will offer a chance for the citizens of Fort Bend to recognize Vietnam Veterans with the pride and honor afforded all other Veterans, and for all veterans and non-veterans to honor and remember those who are Prisoners of War, Missing in Action and Killed in Action; and

WHEREAS, this four-day event, which is the first of its kind in the South, will provide an opportunity for healing and closure from the pain of the Vietnam War, and an opportunity for our community to display its pride in those who have served our country:

NOW, THEREFORE, I, Jodie E. Stavinoha, County Judge of Fort Bend County do hereby proclaim Saturday, May 23, 1987, as

"THE GREAT TEXAS WELCOME HOME VETERANS DAY"

in Fort Bend County, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the County of Fort Bend to be affixed this 11th day of May, 1987.

Jodie E. Stavinoha

JODIE E. STAVINOHA, COUNTY JUDGE

3

02235

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

AS PER ORIGINAL 0032

On this the 11th day of May, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Road & Bridge 3 -	DEPT. 049 LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Fees & Servic	4010	35,000	44,000	9,000
Lumber & Hard	7003	10,000	15,000	5,000
Gas & Oil	7005	45,000	36,000	(9,000)
Repair & Parts	7007	60,000	55,000	(5,000)

DATE: May 8, 1987

DEPARTMENT HEAD: _____

Alton B. Pressley - Commissioner, Precinct 3

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

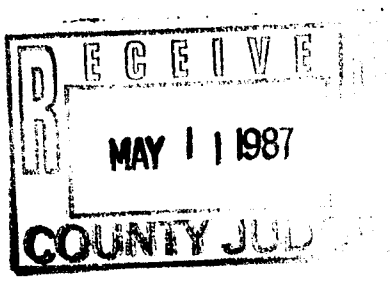
Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

RoseMary Galvan
Tacoma, Washington

02236



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

AS PER ORIGINAL

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

RoseMary Galvan

Period: Date of Departure July 6, 1987

Date of Return July 10, 1987

Purpose of Trip: to attend National College of District Attorneys Seminar on "The Trial of the Juvenile Offender" in Tacoma, Washington

Places to be Visited: Tacoma, Washington

Mode of Transportation (State whether by personal auto, airline, etc.) airline

SW Dick Am
Name

May 8, 1987
Date

~~Assistant~~ Criminal District Attorney
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02237

RECEIVED
MAY 11 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Nancy D. Cook

Period: Date of Departure June 14, 1987

Date of Return June 18, 1987

Purpose of Trip: attend TDCAA Basic Prosecution Course Austin, Texas from June 14-18, 1987

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.)

Nancy D. Cook/Assistant District Attorney
Name

4/27/87
Date

authorized: SW Rick
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02238

RECEIVED
MAY 11 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

AS PER ORIGINAL

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Glenn Lilly

Period: Date of Departure June 14, 1987

Date of Return June 18, 1987

Purpose of Trip: attend TDCAA Basic Prosecution Course, in Austin, Texas from June 14-18, 1987.

Places to be Visited:

Mode of Transportation
(State whether by personal auto, airline, etc.)

Glenn Lilly/Assistant District Attorney
Name

4/27/87
Date

authorized: SWDick, Sam
Title

* *

Approved: Commissioners' Court

J. Stavenhaus
County Judge

5-11-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02239

AS PER ORIGINAL

RECEIVED
MAY 11 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Denise Markech

Period: Date of Departure June 14, 1987

Date of Return June 18, 1987

Purpose of Trip: to attend TDCAA Basic Prosecutor's Course. Austin, Texas, June 14-18, 1987

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.)

Denise Markech/Assistant District Attorney
Name

4/27/87
Date

authorized: SW Dick
Title

* *

Approved: Commissioners' Court

J. Stavenhu
County Judge

5-11-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02240

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 11 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

AS PER ORIGINAL

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Sam W. Dick

Period: Date of Departure June 14, 1987

Date of Return June 18, 1987

Purpose of Trip: to attend TDCAA Basic Prosecution Course, Austin, Texas, June 14-18,1987

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Sam W. Dick/Criminal District Attorney
Name

4/27/87
Date

Authorized: SWDick
Title

* *

Approved: Commissioners' Court

County Judge

5-11-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02241

RECEIVED
MAY - 5 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons~~:

Silvia Pubchara

Period: Date of Departure February 1, 1987

Date of Return February 7, 1987

Purpose of Trip: to attend Trial Advocacy Seminar, San Francisco, California

Places to be Visited:

Mode of Transportation
(State whether by personal
auto, airline, etc.) airline

Silvia Pubchara/Asst. District Attorney
Name

Date

SW Dick, Criminal District Attorney
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge 5-5-87

5-11-87
Date

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RECEIVED 02242
MAY - 4 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

AS PER ORIGINAL

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons:~~

Alton B. Pressley

Period: Date of Departure July 28, 1987

Date of Return July 30, 1987

Purpose of Trip: POST Legislative Conference

Places to be Visited: Austin, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

Name

4-29-87
Date

Commissioner - Pct. #3
Title

* *

Approved: Commissioners' Court

County Judge

5-11-87
Date

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AS PER ORIGINAL

RECEIVED
MAY - 4 1987
COUNTY JUDGE

02243

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by the following persons~~:

Alton B. Pressley

Period: Date of Departure July 10, 1987

Date of Return July 14, 1987

Purpose of Trip: 52nd Annual Meeting of National Association of Counties

Places to be Visited: Indianapolis, Indiana

Mode of Transportation (State whether by personal auto, airline, etc.)

A B Pressley
Name

4-29-87
Date

Commissioner - Pct. #3
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

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AS PER ORIGINAL

RECEIVED 02244
MAY - 5 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Marsha P. Gaines

Pam Wittneben

Lydia Bourg

Judy Harms

Period: Date of Departure May 17, 1987

Date of Return May 20, 1987

Purpose of Trip: Attend Thirty-third Annual Conference and Workshop of Tax Assessor-Collectors Association. Houston, Texas

Places to be Visited: The Westin Galleria
Houston, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal auto

Marsha P. Gaines
Name

30 April 1987
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

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02245

RECEIVED
MAY - 5 1987
COUNTY JUDGE

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ken Barefield will be the only person attending.

Period: Date of Departure June 8, 1987

Date of Return June 10, 1987

Purpose of Trip: Educational Conferences - Texas Association of Milk, Food & Environmental Sanitarians.

Places to be Visited: Austin, Texas

Howard Johnson Plaza-Hotel South

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

[signature]
Name

May 5, 1987
Date

Director
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

5-11-87
Date

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AS PER ORIGINAL

02246

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY - 7 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Connie Heinecke, Carol Holub, Lydia Fridge

Period: Date of Departure August 10, 1987

Date of Return August 10, 1987

Purpose of Trip: Attend Seminar "POWERFUL BUSINESS WRITING SKILLS"

Places to be Visited: Sheraton Crown Hotel & Conf. Ctr., Houston, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Charles W. Miller Charles W. Miller 5/6/87
Name

May 6, 1987
Date

Director Of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

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02247

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED
MAY - 7 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

PATRICK R. CONRAD

Period: Date of Departure 5/16/87

Date of Return 5/17/87

Purpose of Trip: TEXAS VETERANS COMMISSION MEETING AND BANQUET

Places to be Visited: AUSTIN, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Patrick R. Conrad
Name

5/8/87
Date

VETERANS SERVICE OFFICER/LOCAL REGISTRAR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5-11-87
Date

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02248

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for the following persons:

Dale Zwahr

Period: Date of Departure May 18, 1987

Date of Return May 21,1987

Purpose of Trip: Training Course

Electronic Fuel Injection Systems

Places to be Visited: Sugarland, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Vehicle

Name

May 8,1987
Date

Commissioner - Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

5-11-87
Date

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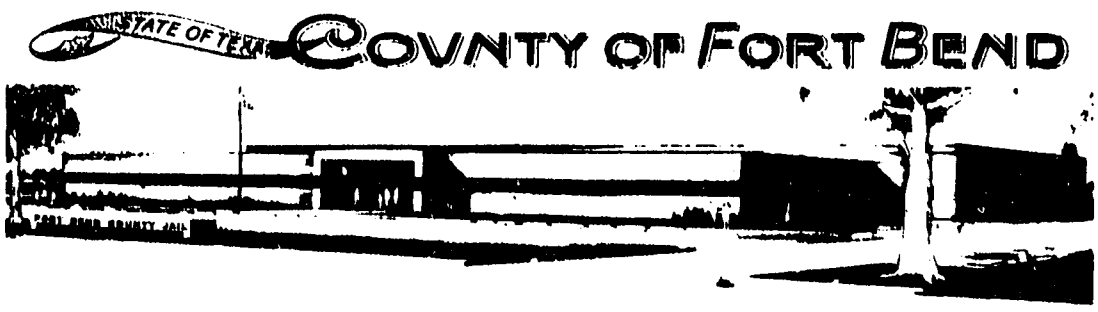
AS PER ORIGINAL

02249

0032



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

May 5,1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, May 11, 1987.

1) Accept the attached list of donated items to the Fort Bend County Sheriff Department by Chevron, Incorporated.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff J.J.S.

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mr. John Hammett, County Purchasing Agent

AS PER ORIGINAL

One (1) Brown Metal File Cabinet, Four Drawer
One (1) Green Desk, Metal, Four Drawer
Three (3) Cork Bulletin Boards
One (1) Black Chair W/Rollers
Two (2) Brown Chairs
Three (3) Yellow Chairs
One (1) Orange Chair
One (1) Grey Metal Side By Side Card File Cabinet
One (1) Grey Metal File Cabinet, Five Drawer
One (1) Grey Step Stool
One (1) Brown Typing Table
One (1) Gold Chair
Four (4) Green Chairs
One (1) Green Stool
Two (2) Brown Coat Racks
Six (6) Chair Mats
Six (6) Trash Cans
Three (3) Green Vinyl Chairs
Video Cabinet-Storage Piece
Metal Storage Shelves
One (1) "Stand-Up" Lectern
Three Seat Settee
Three (3) Executive Chairs
Four (4) Floor Mats
Two (2) Visitor Chairs
Two (2) File Cabinets
One (1) Metal Shelf
One (1) Secretarial Chair
One (1) Table

6

AS PER ORIGINAL

02251

0032

P R O C L A M A T I O N

WHEREAS, May 10th begins National Historic Preservation week; and

WHEREAS, this month, the Fort Bend County Museum Association is celebrating its 20th anniversary; and

WHEREAS, in the succeeding twenty years, the Museum Association constructed a museum building and has acquired six historical properties in Richmond; and

WHEREAS, the museum is kicking off a membership drive and publicity campaign promoting its current restoration of the Jane Long House and plans to expand the museum structure; and

WHEREAS, the Museum is realizing the role that tourism and historic preservation have in the economic development of many years.

NOW, THEREFORE, THE COMMISSIONERS COURT OF FORT BEND COUNTY does proclaim the week of May 10 - 16, 1987 as:

"FORT BEND HISTORIC PRESERVATION WEEK"

in our County and urges all citizens to take part in the advancement of the goals and ideals of the Fort Bend County Museum Association.

PASSED AND APPROVED this 11th day of May, 1987.

FORT BEND COUNTY COMMISSIONER COURT

Jodie E. Stavinoha, County Judge

Johnnie Pustka, Commissioner, Precinct #1

Ben Denham, Commissioner, Precinct #2

Alton Pressley, Commissioner, Precinct #3

Bob Lutts, Commissioner, Precinct #4

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

7. MS. KATHY HYNSON, COUNTY TREASURER, RE: APPROVAL OF COUNTY TREASURER'S MONTHLY AND QUARTERLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve County Treasurer's monthly report for MARCH, 1987 and quarterly report as presented by Kathy Hynson, County Treasurer's. (Recorded in minutes in full)

8. CONSIDER PROPOSAL FROM LICHLITER/JAMESON & ASSOCIATES TO SURVEY ROUTE OF EXTENSION OF FM-2234:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to award contract to Lichliter/ Jameson & Assoc. to survey route of extension of FM-2234 at a cost of $50,604.00. Funds to come from right-of-way funds. (Recorded in minutes in full)

9. CONSIDER RESOLUTION TO STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION PERTAINING TO THE BRIDGE LOAD POSTING AGREEMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution to State Department of Highways & Public Transportation. Fort Bend County agrees to order load posting signs from the State at no cost to the County and the County agrees to take delivery, install and maintain the signs and authorizes all proposed signs as designated in Bridge Load Posting Recommendations dated August 1986 and revised as of April 1, 1987. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $84,000 TO CHRIS DISTEFANO FOR SERVICES RENDERED ON COURTHOUSE ANNEX II PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of $84,000 to Chris DiStefano for services rendered on Courthouse Annex II project. (Recorded in minutes in full)

11. RECORD CHANGE OF NAME OF "UNITED MEDICAL PLAN OF TEXAS" TO "EQUICOR":

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to record change of name of "United Medical Plan of Texas" to "Equicor" as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF RECOMMENDED CHANGES TO THE POLICIES & PROCEDURES MANUAL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following changes to the Policies & Procedures Manual: (Recorded in minutes in full)

1) Change workweek schedule of Library System
2) Change wording to sick leave policy
3) Change wording to termination policy
4) Change wording regarding Defensive Driving

13. CONSIDER SETTING PUBLIC HEARING FOR REPLAT OF OYSTER POINT, SECTIONS 1, 2 & 3 IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for June 8 at 10:00 a.m. for replat of Oyster Point, Sections 1, 2 & 3, and authorize County Clerk to send all notices. (Recorded in minutes in full)

Order Approving County Treasurer's Quarterly Report

AS PER ORIGINAL

7

02253

0032

IN THE MATTER OF THE QUARTERLY REPORT OF

KATHY HYNSON

Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,

REGULAR Term, 19

On this 27th day of APRIL A. D. 19 87, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 2nd day of JANUARY A. D. 19 87, and ending on the 31st day of MARCH A. D. 19 87, filed herein on the 27th day of APRIL A. D. 19 87 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 1/2/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 3/31/87	OUTSTANDING INVESTMENTS	ENDING BALANCE
10 GENERAL FUND	196,612.31	2,785,345.79I 17,696,495.84R	10,971,289.84I 6,529,559.17D	3,177,604.93	10,071,289.84	13,248,894.77
08 ROAD & BRIDGE	221,792.40	907,505.04I 6,100,164.87R	3,379,653.03I 2,614,615.82D	1,235,193.46	2,979,653.03	4,214,846.49
98 INSURANCE ESCROW	74,096.84	507,539.50R	400,000.00I 117,653.84D	63,982.50	400,000.00	463,982.50
12 FARM TO MARKET/LATERAL ROAD	23,873.53	456,355.95I 3,480,877.69R	2,695,331.63I 365,803.64D	899,971.90	2,695,331.63	3,595,303.53
14 LATERAL ROAD	(35,295.00)	182,567.38I 409.42R	147,000.00I ----- D	681.80	147,000.00	147,681.80
4425 REV. SHARING EP #14	1,106.54	43.25R	971.74D	178.05	-----	178.05
4426 REV. SHARING EP #15	16,644.54	423.12R	419.08D	16,648.58	-----	16,648.58
4427 REV. SHARING EP #16	15,586.26	101,450.17I 1,666.17R	50,000.00I 7,352.78D	61,349.82	50,000.00	111,349.82
16 COUNTY LAW LIBRARY	3,269.89	81,074.28I 4,499.69R	85,000.00I 2,572.74D	1,271.12	85,000.00	86,271.12
74 VOTERS REGISTRATION	9,218.71	389.51R	15.38D	9,592.84	-----	9,592.84
06 D A BAD CHECK COLLECTIONS	12,159.55	8,245.46R	15,000.00I 4,803.24D	601.77	15,000.00	15,601.77
30 D A SUPPLEMENTAL SALARY	82.62	5,750.99R	5,681.65D	151.96	-----	151.96
05 D A URESA FUND	150.00	----- R	----- D	150.00	-----	150.00
24 LIBRARY BLDG. AVAILABLE	129.78	4.58R	133.29D	1.07	-----	1.07
32 LIBRARY DONATIONS	13,214.19	1,840.22R	10,000.00I 593.14D	4,461.27	10,000.00	14,461.27
04 TEMP. EMERGENCY RELIEF PROG.	9,754.50	----- R	7,995.44D	1,759.06	-----	1,759.06
36 MISSION WEST PARK FUND PCT.3	105,943.49	2,702.30R	105,000.00I 5,382.20D	(1,736.41)	105,000.00	103,263.59
09 HOUSTON LIGHTING & POWER	6,559.58	6,236.00R	6,350.27D	6,445.31	-----	6,445.31
4428 REV. SHARING EP #17	(1,738.84)	228,303.64I 23,233.77R	150,000.00I 60,564.73D	39,233.84	150,000.00	189,233.84
41. MARJORIE BAILEY MEMORIAL	----	----- R	----- D	-----	25,000.00	25,000.00
31 MARY E. GRILLO MEMORIAL	89.05	3,539.92I 7.22R	----- D	3,636.19	-----	3,636.19
28 AMBULANCE PARAMEDICS	25,632.24	666.04R	20,000.00D	6,298.28	-----	6,298.28
99 DIST. ADULT PROBATION	39,036.63	155,711.88R	30,000.00I 128,062.58D	36,685.93	30,000.00	66,685.93
97 ADULT PROBATION I.S.P.	13,856.87	4,929.00R	9,930.31D	8,855.56	-----	8,855.56
07 ENTEX CONTRIBUTION FUND	4,884.86	2,406.00R	2,311.92D	4,978.94	-----	4,978.94
29 MARGINE PUSTKA MEMORIAL	157.75	2,026.61I 6.96R	----- D	2,191.32	-----	2,191.32
54 APPELLATE JUDICIAL SYS.	22,015.00	4,550.00R	----- D	26,565.00	-----	26,565.00
49 PROBATE COURT TRAINING	NEW	99.00R	----- D	99.00	-----	99.00

02253 A
0032

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 27TH day of APRIL A. D. 19 87

Sworn to and Subscribed before me, by J. 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 27TH day APRIL A.D. 19 87.

Marion Gale Hyde
Notary

Jodie E. Stavinoha
JODIE STAVINOHA County Judge.

Johnnie Pustka
JOHNNIE PUSTKA Commissioner Precinct No. 1.

Ben Denham
BEN DENHAM Commissioner Precinct No. 2.

Alton B. Pressley
ALTON PRESSLEY Commissioner Precinct No. 3.

Bob Lutts
BOB LUTTS Commissioner Precinct No. 4.

Order Approving County Treasurer's Quarterly Report

02254

0032

AS PER ORIGINAL

IN THE MATTER OF THE QUARTERLY REPORT OF
KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
REGULAR Term, 1987

On this 27TH day of APRIL A. D. 1987, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 2ND day of JANUARY A. D. 1987, and ending on the 31ST day of MARCH A. D. 1987, filed herein on the 27TH day of APRIL A. D. 1987 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 1/2/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 3/31/87	OUTSTANDING INVESTMENTS	ENDING BALANCE
18 LAW ENFORCEMENT ACADEMY	23,498.41	22,608.97R	30,000.00I 7,516.56D	8,590.82	30,000.00	38,590.82
19 RABBS BAYOU FUND	24,581.40	----- R	----- D	24,581.40	-----	24,581.40
21 CAPITAL IMPROVEMENTS	(36,307.35)	101,442.96I 52.76R	222,877.18D	(157,688.81)	-----	(157,688.81)
27 TARA ROAD FUND PCT. #1	796.75	19,212.89I 29.39R	20,000.00I ----- D	39.03	20,000.00	20,039.03
94 DRAINAGE DIST. DRY CRK BRIDGE	4,828.44	50,911.59R	55,000.00D	740.03	55,000.00	55,740.03
25 LOWER OYSTER CREEK FUND	1,141.36	58,649.92R	58,820.51D	970.77	-----	970.77
20 UPPER OYSTER CREEK FUND	26,178.60	----- R	----- D	26,178.60	-----	26,178.60
37 LAW ENFORCE. ACADEMY BLDG.	2,509.61	94.60R	1,633.54D	970.67	-----	970.67
60 UNLTD. TAX ROAD BONDS	270.90	16,186.28I 840.05R	17,000.00I ----- D	297.23	17,000.00	17,297.23
58 LTD. TAX JAIL BONDS	91.67	65,567.99I 262,174.24R	24,000.00I 275,000.00D	28,633.65	-----	28,633.65
56 COURTHOUSE IMPROVEMENT CERT.	882.31	61,574.92I 82,440.40R	13,000.00I 121,127.00D	10,770.63	5,000.00	15,770.63
46 PRIMARY ELECTION "86"	937.23	----- R	937.23D	-----	-----	-----
68 CRIMINAL JUSTICE PLANNING	18,734.00	21,140.00R	18,734.00D	21,140.00	-----	21,140.00
82 LAW ENFOR. OFF. STND. & ED.	3,307.00	3,651.00R	3,307.00D	3,651.00	-----	3,651.00
52 COMP. TO VICTIMS OF CRIME	19,649.00	16,411.50R	19,649.00D	16,411.50	-----	16,411.50
15 BAIL BOND SECURITIES FUND	2,131.18	89.88R	----- D	2,221.06	-----	2,221.06
72 DEPT. OF PUBLIC SAFETY FEE	10,500.00	8,156.00R	7,361.00D	11,295.00	-----	11,295.00
96 JUVENILE PROBATION	16,702.52	27,929.00R	10,000.00I 24,085.32D	10,546.20	10,000.00	20,546.20
66 JUDICIAL/COURT TRAINING"	3,583.33	3,987.67R	3,835.00D	3,736.00	-----	3,736.00
17 FICA RECOVERY FUND	4,094.79	170.46R	----- D	4,265.25	-----	4,265.25
34 DRAINAGE DIST. MAINT. AVAIL.	22,433.58	2,786,285.33I 3,138,224.99R	4,082,547.24I 925,459.47D	938,937.19	4,882,547.24	5,821,484.43
33 EMERGENCY FOOD & SHELTER	-----	95,055.70R	8,907.00D	86,148.70	-----	86,148.70
38 COURTHOUSE ANNEX BLDG. FUND	(296,753.96)	3,772,839.89I 1,864.72R	3,016,000.00I 139,777.86D	322,172.79	5,717,657.15	6,039,829.94
59 ANNEX CERT. OF OBLIG. SER86	-----	67,428.27I 712,193.35R	181,000.00I 505,083.33D	93,538.29	114,000.00	207,538.29
42 NARCOTICS FUND	1,500.00	964.00R	839.00D	1,625.00	-----	1,625.00
43 BRIDGE IMPROVEMENT FUND	98,906.50	22,087.69R	96,196.50D	24,797.69	-----	24,797.69
39 FBG GRAND MISSION CROSSING	142,129.00	----- R	----- D	142,129.00	-----	142,129.00
78 TAX COLLECTOR	-----	1,404,423.27I ----- R	----- D	1,404,423.27	-----	1,404,423.27

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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 27TH day of APRIL A. D. 1987.

Sworn to and Subscribed before me, by J. 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 27th day APRIL A.D. 19 87.

Marian Gale Hyde
Notary

Jodie E. Stavinoha
JODIE STAVINOHA County Judge.

Johnnie Pustka
JOHNNIE PUSTKA Commissioner Precinct No. 1.

Ben Denham
BEN DENHAM Commissioner Precinct No. 2.

Alton Pressley
ALTON PRESSLEY Commissioner Precinct No. 3.

Bob Lutts
BOB LUTTS Commissioner Precinct No. 4.

Order Approving County Treasurer's Quarterly Report

SIGN & PRINT RICHMOND

02255

0032

AS PER ORIGINAL

IN THE MATTER OF THE QUARTERLY REPORT OF
KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
REGULAR Term, 19 87

On this 27th day of APRIL A. D. 19 87, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 2ND day of JANUARY A. D. 19 87, and ending on the 31ST day of MARCH A. D. 19 87, filed herein on the 27th day of APRIL A. D. 19 87 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 1/2/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 3/31/87	OUTSTANDING INVESTMENTS	ENDING BALANCE
45 PCT. 3, MAINTENANCE FACILITY	-----	137,500.00R	140,198.76D	(2,698.76)	-----	(2,698.76)
47 D. W. I. VIDEO FEE FUND	-----	2,245.00R	----- D	2,245.00	-----	2,245.00
48 FIFTH STREET PROJECT	NEW	----- R	----- D	-----	-----	-----
SUB TOTALS #90-0044-5	875,159.56	45,721,501.94	37,959,140.21	8,637,521.29	27,614,478.89	36,252,000.18
PAYROLL FUND ACCT. #90-0029-1	889,894.84	139,619.06I 4,835,245.07R	145,000.00I 5,459,345.62D	260,413.35	145,000.00	405,413.35
FEE OFFICER'S ACCT. ACCT. #90-0099-2	385,083.06	1,040,557.38R	1,112,394.49D	313,245.95	-----	313,245.95
TAX '86 ACCT. ACCT. #90-0180-8	9,721,741.24	21,373,846.12R	30,043,192.40D	1,052,394.96	-----	1,052,394.96
TAX-GAINES '84 ACCT. #90-0166-2	21,002.94	3,396.45R	3,414.44D	20,984.95	-----	20,984.95
TAX COLLECTOR '85 ACCT. #90-0172-7	18,500.07	5,819.00R	4,536.17D	19,782.90	-----	19,782.90
BEER & LIQUOR '86 ACCT. #90-0177-8	9,693.70	24,564.39R	21,480.80D	12,777.29	-----	12,777.29
HIGHWAY REGULAR '86 ACCT. #90-0174-3	579,750.26	444,373.98R	972,737.53D	51,386.71	-----	51,386.71
HIGHWAY REFUND '86 ACCT. #90-0175-1	600.04	4,710.01R	4,072.55D	1,237.50	-----	1,237.50
40 FBC EMPLOYEE BENEFIT FUND ACCT. #90-0179-4	24,556.52	91,188.86I 1,770,698.54R	1,193,046.03I 624,332.37D	69,065.52	1,193,046.03	1,262,111.55
HIGHWAY REGULAR '87 ACCT. 90-0182-4	NEW	2,971,772.21R	1,913,697.06D	1,058,075.15	-----	1,058,075.15
GRAND TOTALS	12,525,982.23	78,427,293.01	79,456,389.67	11,496,885.57	28,952,524.92	40,449,410.49

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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 27TH day of APRIL A. D. 19 87

Sworn to and Subscribed before me, by J. STAVINOHA, County Judge, and BEN DENHAM and ALTON PRESSLEY and BOB LUTTS and JOHNNIE PUSTKA County Commissioners of said FORT BEND County, each respectively, on this, the 27th day APRIL A.D. 19 87.

Marian Gale Hyde
Notary

Jodie Stavinoha
JODIE STAVINOHA County Judge.

Johnnie Pustka
JOHNNIE PUSTKA Commissioner Precinct No. 1.

Ben Denham
BEN DENHAM Commissioner Precinct No. 2.

Alton B. Pressley
ALTON PRESSLEY Commissioner Precinct No. 3.

Bob Lutts
BOB LUTTS Commissioner Precinct No. 4.

02256 0032 AS PER ORIGINAL

COUNTY TREASURER'S MONTHLY REPORT
FOR THE MONTH OF MARCH, 1987

	NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
	AVAILABLE FUNDS		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
10	General Fund	382,922.52	1,366,989.86I 8,385,813.28R	4,975,159.11I 2,050,188.05D	3,110,378.50	67,226.43		3,177,604.93	10,071,289.84	13,248,894.77
08	Road & Bridge Fund	323,380.78	202,120.27I 2,867,058.03R	993,046.03I 1,171,662.75D	1,227,850.30	7,343.16		1,235,193.46	2,979,653.03	4,214,846.49
98	Insurance Escrow	(27,623.80)	503,516.05R	400,000.00I 11,909.75D	63,982.50	-----		63,982.50	400,000.00	463,982.50
	SPECIAL REVENUES									
12	Ad Valorem Funds	83,934.71	152,243.36I 1,717,281.48R	993,046.03I 62,162.59D	898,250.93	1,720.97		899,971.90	2,695,331.63	3,595,303.53
14	Lateral Road Account	6,684.54	40,711.49I 285.77R	47,000.00I ----- D	681.80	-----		681.80	147,000.00	147,681.80
4425	Revenue Sharing Trust Fund EP #14	178.05	----- R	----- D	178.05	-----		178.05	-----	178.05
4426	Revenue Sharing Trust Fund EP #15	16,648.58	----- R	----- D	16,648.58	-----		16,648.58	-----	16,648.58
4427	Revenue Sharing Trust Fund EP #16	60,674.96	674.86R	----- D	61,349.82	-----		61,349.82	50,000.00	111,349.82
16	County Law Library	5,930.91	30,533.61I 299.72R	35,000.00I 1,501.52D	262.72	1,008.40		1,271.12	85,000.00	86,271.12
74	Voter Registration	9,518.10	74.74R	----- D	9,592.84	-----		9,592.84	-----	9,592.84
06	District Attorney's Bad Check Collection Fee	(472.97)	2,494.51R	1,419.77D	601.77	-----		601.77	15,000.00	15,601.77
30	District Attorney's Supplemental Salary	151.96	1,910.56R	1,910.56D	151.96	-----		151.96	-----	151.96
05	District Attorney's URESA	150.00	----- R	----- D	150.00	-----		150.00	-----	150.00
24	Library Building Fund Available	134.36	----- R	133.29D	1.07	-----		1.07	-----	1.07
32	Library Donations	3,938.35	522.92R	----- D	4,461.27	-----		4,461.27	10,000.00	14,461.27
04	TEMP. EMERGENCY RELIEF PROG.	3,556.43	----- R	1,797.37D	1,759.06	-----		1,759.06	-----	1,759.06
09	HOUSTON LIGHTING & POWER	6,433.80	1,798.00R	1,786.49D	6,445.31	-----		6,445.31	-----	6,445.31
29	MARGINE PUSTKA MEMORIAL	162.51	2,026.61I 2.20R	----- D	2,191.32	-----		2,191.32	-----	2,191.32
33	EMERGENCY FOOD & SHELTER	47,527.85	47,527.85R	13,893.07D	81,162.63	4,986.07		86,148.70	-----	86,148.70
36	MISSION WEST PARK PCT. #3	3,210.54	435.25R	5,382.20D	(1,736.41)	-----		(1,736.41)	105,000.00	103,263.59
41	MARJORIE BAILEY MEMORIAL	-----	----- R	----- D	-----	-----		-----	25,000.00	25,000.00
42	NARCOTICS FUND	1,353.00	500.00R	228.00D	1,625.00	-----		1,625.00	-----	1,625.00

02257 0032 AS PER ORIGINAL

	NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
	SPECIAL REVENUES Continued		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
442	REVENUE SHARING EP#17.....	(10,201.75)	50,911.59I 2,004.40R 3,539.92I	3,557.40D	39,156.84	77.00		39,233.84	150,000.00	189,233.84
31	Grillo Memorial-Library	95.61	.66R	----- D	3,636.19	-----		3,636.19	-----	3,636.19
28	Ambulance (Paramedics)	6,170.78	127.50R	----- D	6,298.28	-----		6,298.28	-----	6,298.28
99	FBC District Adult Probation Fund	26,276.46	82,243.58R	30,000.00I 42,834.11D	35,685.93	1,000.00		36,685.93	30,000.00	66,685.93
97	District Adult ISP.....	7,091.86	4,929.00R	4,162.30D	7,858.56	997.00		8,855.56	-----	8,855.56
07	Entex Contributions.....	5,670.22	308.00R	999.28D	4,978.94	-----		4,978.94	-----	4,978.94
46	PRIMARY ELECTIONS '86.....	-----	----- R	----- D	-----	-----		-----	-----	-----
47	D.W.I. VIDEO FEE FUND.....	1,699.00	546.00R	----- D	2,245.00	-----		2,245.00	-----	2,245.00
49	PROBATE-COURT TRAINING FUND	-----	99.00R	----- D	99.00	-----		99.00	-----	99.00
54	APPELLATE JUDICIAL SYSTEM...	26,170.00	395.00R	----- D	26,565.00	-----		26,565.00	-----	26,565.00
	CAPITAL PROJECTS									
18	LAW ENFORCEMENT ACADEMY FUND	36,049.44	3,640.41R	30,000.00I 1,339.03D	8,350.82	240.00		8,590/82	30,000.00	38,590.82
19	RABBS BAYOU FUND.....	24,581.40	----- R	----- D	24,581.40	-----		24,581.40	-----	24,581.40
20	UPPER OYSTER CREEK FUND....	26,178.60	----- R	----- D	26,178.60	-----		26,178.60	-----	26,178.60
21	CAPITAL IMPROVEMENTS.....	6,793.43	52.76R	164,535.00D	(157,688.81)	-----		(157,688.81)	-----	(157,688.81)
25	LOWER OYSTER CREEK FUND....	970.77	----- R	----- D	970.77	-----		970.77	-----	970.77
27	TARA ROAD FUND-PCT. 1.....	819.55	19,212.89I 6.59R	20,000.00I ----- D	39.03	-----		39.03	20,000.00	20,039.03
37	LAW ENFORCEMENT ACADEMY....	1,439.58	15.39R	484.30D	970.67	-----		970.67	-----	970.67
48	FIFTH STREET PROJECT.....	NEW	----- R	----- D	-----	-----		-----	-----	-----
39	GRAND MISSION CROSSING.....	142,129.00	----- R	----- D	142,129.00	-----		142,129.00	-----	142,129.00
43	BRIDGE IMPROVEMENT FUND.....	15,373.86	20,716.33R	25,467.50D	10,622.69	14,175.00		24,797.69	-----	24,797.69
45	PCT. 3 MAINT. FACILITY.....	31,016.95	7,500.00R	44,123.50D	(5,606.55)	2,907.79		(2,698.76)	-----	(2,698.76)
94	FBC DIST. DRY CRK. BRIDGE...	4,828.44	50,911.59R	55,000.00I ----- D	740.03	-----		740.03	55,000.00	55,740.03
	DEBT SERVICE DEPARTMENT									
60	FBC Unlimited Tax Road Bonds Ser. 62-66 Sinking Fd.....	863.96	16,186.28I 246.99R	17,000.00I ----- D	297.23	-----		297.23	17,000.00	17,297.23
58	FBC Limited Tax Jail Bldg. Bonds Ser. 1979 Sinking	(99,369.54)	128,003.19R	----- D	28,633.65	-----		28,633.65	-----	28,633.65
56	Courthouse Improvement Cert. of Obligation S.....	(24,487.51)	40,258.14R	5,000.00I ----- D	10,770.63	-----		10,770.63	5,000.00	15,770.63
38	COURTHOUSE ANNEX BLDG.....	116,186.84	404,240.55I 1,745.40R	116,000.00I 84,000.00D	322,172.79	-----		322,172.79	5,717,657.15	6,039,829.94
59	ANNEX CERT. OF OBLIG.....	(140,734.27)	348,272.56R	114,000.00I ----- D	93,538.29	-----		93,538.29	114,000.00	207,538.29
	TRUST & AGENCY FUNDS									
	Payroll Fund	8,405.23	136,555.20I 1,588,044.16R	145,000.00I 1,585,648.30D	2,356.29	258,057.06		260,413.35	145,000.00	405,413.35

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	NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS ACTUAL/INVESTMENTS	DISBURSEMENTS ACTUAL/INVESTMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
	TRUST & AGENCY FUNDS Continued									
15	BAIL BOND SECURITIES FUND.	2,203.48	17.58R	----- D	2,221.06	-----		2,221.06	-----	2,221.06
FO	Fee Officer's Acct.	224,894.30	446,287.62R	421,363.55D	249,818.37	63,427.58		313,245.95	-----	313,245.95
68	Criminal Justice Planning Fund CC	11,280.00	9,860.00R	----- D	21,140.00	-----		21,140.00	-----	21,140.00
82	Law Enforcement Officers' Standards & Education Fund	1,810.00	1,841.00R	----- D	3,651.00	-----		3,651.00	-----	3,651.00
52	Compensation to Victims of Crime Fund	14,629.00	6,945.00R	5,162.50D	16,411.50	-----		16,411.50	-----	16,411.50
17	FICA RECOVERY FUND	4,232.28	32.97R	----- D	4,265.25	-----		4,265.25	-----	4,265.25
66	JUDICIAL/COURT TRAINING	2,073.33	2,202.67R	540.00D	3,736.00	-----		3,736.00	-----	3,736.00
72	DEPT. OF PUBLIC SAFETY FEE	6,973.00	4,322.00R	----- D	11,295.00	-----		11,295.00	-----	11,295.00
78	FBC TAX COLLECTORS FUND	1,404,423.27	----- R	----- D	1,404,423.27	-----		1,404,423.27	-----	1,404,423.27
96	FBC JUVENILE PROBATION	19,264.64	9,310.00R	10,000.00I 8,028.44D	10,546.20	-----		10,546.20	10,000.00	20,546.20
	DRAINAGE DISTRICT FUNDS									
34	Drainage District Maintenance Available Fund	188,648.12	509,075.06I 1,537,895.47R	982,547.24I 326,333.62D	926,737.79	12,199.40		938,937.19	4,882,547.24	5,821,484.43
40	EMPLOYEES BENEFIT FUND	1,240,349.00	267,147.59R	1,193,046.03I 252,279.89D	62,170.67	6,894.85		69,065.52	1,193,046.03	1,262,111.55
	SUB-TOTALS	4,263,193.51	21,030,470.46	16,455,678.57	8,837,985.40	442,260.71		9,280,246.11	28,952,524.92	38,232,771.03
	TAX GAINES '84	17,974.42	3,203.49R	192.96D	20,984.95	-----		20,984.95	-----	20,984.95
	TAX COLLECTOR '85	166.42	4,167.47R	3,469.12D	864.77	18,918.13		19,782.90	-----	19,782.90
	TAX COLLECTOR '86	14,664,495.08	1,010,790.47R	15,091,719.39D	583,566.16	468,828.80		1,052,394.96	-----	1,052,394.96
	BEER & LIQUOR '86	10,164.10	9,362.54R	6,749.35D	12,777.29	-----		12,777.29	-----	12,777.29
	HIGHWAY REGULAR '86	53,393.39	755.65R	2,762.33D	51,386.71	-----		51,386.71	-----	51,386.71
	HIGHWAY REFUND '86	139.23	1,416.86R	1,497.72D	58.37	1,179.13		1,237.50	-----	1,237.50
	HIGHWAY REGULAR '87	613,369.85	1,369,629.05R	1,081,555.86D	901,443.04	156,632.11		1,058,075.15	-----	1,058,075.15
	TOTALS	19,622,896.00	23,429,795.99	32,643,625.30	10,409,066.69	1,087,818.88		11,496,885.57	28,952,524.92	40,449,410.49

OUTSTANDING INVESTMENTS

FORT BEND COUNTY TREASURER'S OFFICE AS PER ORIGINAL

AS OF MARCH 31, 1987

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
FBC D. A. Bad Ck Coll Fd:				
02-12-87	05-07-87	15,000.00	6.33%	Texas Capital
		Total	15,000.00	
8 Road & Bridge Fund:				
02-26-87	04-09-87	500,000.00	5.35%	Republic
02-26-87	05-07-87	500,000.00	5.45%	Republic
02-26-87	06-04-87	500,000.00	5.6%	Sugar Creek
02-26-87	06-11-87	486,607.00	5.60%	Republic Bank
03-17-87	07-02-87	500,000.00	5.75%	Sugar Creek
03-17-87	07-30-87	200,000.00	5.75%	Texas Capital
03-19-87	08-06-87	293,046.03	5.804%	Prudential B.
		Total	2,979,653.03	
10 General Fund				
01-14-87	04-23-87	100,000.00	6.27%	1st City Nat'l
02-12-87	05-07-87	500,000.00	6.33%	Texas Capital
02-12-87	05-21-87	500,000.00	6.31%	1st City Nat'l
02-26-87	-4-09-87	650,000.00	5.35%	Republic
02-26-87	04-23-87	650,000.00	5.90%	1st Nat'l
02-26-87	05-07-87	250,000.00	5.45%	Republic
02-26-87	05-21-87	250,000.00	6.00%	Tex. Capital
02-26-87	06-04-87	750,000.00	5.60%	Sugar Creek
02-26-87	06-11-87	746,130.73	5.61%	Republic
02-26-87	07-09-87	700,000.00	5.93%	1st Nat'l
03-17-87	04-09-87	1,000,000.00	5.60%	Republic
03-17-87	05-07-87	1,000,000.00	5.60%	Republic
03-17-87	06-25-87	500,000.00	5.55%	Republic
03-17-87	07-02-87	500,000.00	5.75%	Sugar Creek
03-17-87	07-30-87	500,000.00	5.75%	Tex. Capital
03-17-87	08-06-87	1,475,159.11	5.804	Prudential B.
		Total	10,071,289.84	
12 Farm to Market & Lateral Road:				
01-14-87	04-09-87	150,000.00	6.15%	Tex. Capital
01-14-87	05-07-87	150,000.00	6.17%	1st Nat'l
02-12-87	05-21-87	200,000.00	6.31%	1st City Nat'l
02-12-87	06-04-87	200,000.00	6.10%	Tex.Capital
02-12-87	06-18-87	113,000.00	6.38%	Tex. Capital
02-26-87	04-23-87	200,000.00	5.90%	1st Nat'l
02-26-87	05-21-87	300,000.00	6.00%	Tex.Capital
02-26-87	06-11-87	389,285.60	5.61%	Republic
03-17-87	07-02-87	400,000.00	5.75%	Sugar Creek
03-17-87	08-27-87	300,000.00	5.75%	Tex Capital
03-17-87	08-06-87	293,046.03	5.804%	Prudential B.
		Total	2,695,331.63	
14 FBC Lateral Road Acct:				
12-12-86	05-21-87	50,000.00	6.31%	1st City Nat'l
12-12-86	06-18-87	50,000.00	6.38%	Tex.Capital
03-17-87	06-25-87	47,000.00	5.55%	Republic
		Total	147,000.00	

AS PER ORIGINAL

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PURCHASE DATE	MATURITY DATE	PRINCIPAL	RATE	BANK
16 FBC Law Library:				
01-14-87	04-23-87	25,000.00	6.27%	1st City Nat'l
02-12-87	05-07-87	25,000.00	6.33%	Tex. Capital
03-17-87	06-25-87	35,000.00	5.55%	Republic Bank
		Total	85,000.00	
18 FBC Law Enforcement Academy				
03-17-87	06-25-87	30,000.00	5.55%	Republic
		Total	30,000.00	
27 FBC Tara Road Pct #1:				
03-17-87	06-25-87	20,000.00	5.55%	Republic Bank
		Total	20,000.00	
32 FBC Library Don. Fund:				
01-14-87	04-09-87	10,000.00	6.15%	Texas Capital
		Total	10,000.00	
34 FBC Drainage Dist. Main. Avail. Fund:				
12-31-86	04-09-86	800,000.00	6.58%	1st City Nat'l
01-14-87	05-07-87	200,000.00	6.18%	1st Nat'l Banl
01-14-87	05-21-87	200,000.00	6.18%	1st Nat'l Bank
01-14-87	06-04-87	200,000.00	6.27%	1st City Nat'l
01-14-87	06-18-87	200,000.00	5.95%	1st Nat'l
02-12-87	06-04-87	400,000.00	6.10%	Tex. Capital
02-12-87	06-18-87	400,000.00	6.38%	Tex. Capital
02-12-87	07-09-87	500,000.00	6.38%	Tex. Capital
02-26-87	05-07-87	200,000.00	5.45%	Republic
02-26-87	06-04-87	300,000.00	5.60%	Sugar Creek
02-26-87	07-09-87	500,000.00	5.93%	1st Nat'l
03-17-87	08-27-87	500,000.00	5.75%	Tex. Capital
03-17-87	08-27-87	482,547.24	5.60%	Prudential B.
		Total	4,882,547.24	
36 FBC Mission West Park Fund Pct#3:				
02-12-87	05-07-87	105,000.00	6.33%	Tex. Capital
		Total	105,000.00	
38 FBC C/H Annex Bldg.Fund S.'86:				
08-28-86	04-16-87	3,101,657.15	5.48%	Republic
01-14-87	04-23-87	400,000.00	6.27%	1st City Nat'l
01-14-87	05-21-87	500,000.00	6.18%	1st Nat'l
01-14-87	06-04-87	600,000.00	6.27%	1st City Nat'l
01-14-87	06-18-87	600,000.00	5.95%	1st Nat'l
02-12-87	07-09-87	400,000.00	6.38%	Tex Capital
03-17-87	07-30-87	116,000.00	5.75%	Tex Capital
		Total	5,717,657.15	

AS PER ORIGINAL

02261

0032

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
40 FBC Emp. Benefit Fund:				
03-17-87	04-09-87	200,000.00	5.60%	Republic
03-17-87	05-07-87	200,000.00	5.60%	Republic
03-17-87	06-25-87	200,000.00	5.55%	Republic
03-17-87	07-02-87	300,000.00	5.75%	Sugar Creek
03-19-87	08-06-87	293,046.03	5.804%	Prudential B.
		Total	1,193,046.03	
41 FBC Marjorie Bailey Me. Fund:				
12-31-86	04-09-87	25,000.00	6.5%	1st City Bank
		Total	25,000.00	
44-27 Revenue Sharing EP#16:				
02-12-87	05-21-87	50,000.00	6.31%	1st City Nat'l
		Total	50,000.00	
44-28 FBC Revenue Sharing EP#17:				
01-14-87	04-09-87	50,000.00	6.15%	Tex. Capital
02-12-87	05-21-87	50,000.00	6.31%	Tex. Capital
02-12-87	06-04-87	50,000.00	6.10%	Tex. Capital
		Total	150,000.00	
50 FBC Payroll Fund:				
03-17-87	06-25-87	145,000.00	5.55%	Republic
		Total	145,000.00	
56 FBC C/H Improv Cert. of Obli.S.:				
03-17-87	08-27-87	5,000.00	5.75%	Tex. Capital
		Total	5,000.00	
59 FBC C/H Annex Cert.of Obli.S. '86:				
03-17-87	08-27-87	114,000.00	5.75%	Tex. CApital
		Total	114,000.00	
60 FBC Unltd. Tax Rd Bds 62-66 Sinking Fund:				
03-17-87	08-27-87	17,000.00	5.75%	Tex. Capital
		Total	17,000.00	

Pg#4 Continued Outstanding Investments

AS PER ORIGINAL

PURCHASE DATE	MAUTRITY DATE	PRINCIPAL	RATE	BANK
94 FBC Drainage Dist. Dry Creek Bridge Acct:				
03-17-87	06-25-87	55,000.00	5.55%	Republic
		Total	55,000.00	
96 FBC Juvenile Probation:				
03-17-87	06-25-87	10,000.00	5.55%	Republic
		Total	10,000.00	
98 FBC Insurance Escrow:				
03-17-87	04-09-87	100,000.00	5.60%	Republic
03-17-87	05-07-87	100,000.00	5.60%	Republic
03-17-87	06-25-87	100,000.00	5.55%	REpublic
03-17-87	07-02-87	100,000.00	5.75%	Sugar Creek
		Total	400,000.00	
99 FBC District Adult Probation:				
03-17-87	06-25-87	30,000.00	5.55%	Republic
		Total	30,000.00	

02263

AS PER ORIGINAL

0032

RECAPITULATION

6 FBC D. A. Bad Check Coll. Fund	15,000.00
8 FBC Road & Bridge Fund	2,979,653.03
10 General Fund	10,071,289.84
12 FBC Farm to Market & Lateral Road	2,695,331.63
14 FBC Lateral Road	147,000.00
16 FBC Law Library	85,000.00
18 FBC Law Enforcement Academy	30,000.00
27 FBC Tara Road Pct #1	20,000.00
32 FBC Library Donation Fund	10,000.00
34 FBC Drainage District Main. Avail. Fund	4,882,547.24
36 FBC Mission West Park Pct #3	105,000.00
38 FBC C/H Annex Building Fund S. '86	5,717,657.15
40 FBC Employee Benefit Fund	1,193,046.03
41 FBC Marjorie Bailey Mem. Fund	25,000.00
44-27 FBC Revenue Sharing EP#16	50,000.00
44-28 FBC Revenue Sharing EP#17	150,000.00
50 FBC Payroll Fund	145,000.00
56 FBC C/H Improv. Certificate of Obligation S.	5,000.00
59 FBC C/H Annex Certificate of Obligation '86	114,000.00
60 FBC Unltd, Tax Road Bds 62-66 Sinking Fund	17,000.00
94 FBC Drainage District Dry Creek Bridge Acct	55,000.00
96 FBC Juvenile Probation	10,000.00
98 FBC Insurance Escrow Acct	400,000.00
99 FBC District Adult Probation	30,000.00
Grand Total	28,952,524.92

8

AS PER ORIGINAL

02264

Lichliter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING

0032

December 22, 1986

The Honorable Jodie Stavinoha
County Judge
Fort Bend County
County Courthouse
P.O. Box 549
Richmond, Texas 77469

Dear Judge Stavinoha:

Pursuant to our meeting with Mr. Milton Dietert of District 12, Texas State Department of Highways and Public Transportation, I am pleased to submit this proposal for professional services.

Lichliter/Jameson & Associates, Inc. proposes to survey the route of the extension of FM 2234 in Fort Bend and Brazoria Counties, prepare a center-line design, and furnish legal descriptions of each parcel of land for the roadway. We anticipate providing a calculated centerline within 30 days of the notice to proceed and the remainder of work items within 120 days. These documents will be prepared in accordance with all pertinent requirements of the Highway Department and we will attend all required meetings with property owners and affected public agencies

Based upon this scope of work, we propose to provide all tasks for a total fee of $50,604.00. The components of that fee are shown on the attached schedule of work.

We appreciate this opportunity to be of service on this vitally important project.

Very truly yours,

William O. Jameson, P.E.
President

WOJ/kai

Enclosure

ELEVEN-ONE ELEVEN BROOKLET DRIVE SUITE 10[illegible] HOUSTON, TEXAS 77099-3557 713/561-5190

AS PER ORIGINAL

FM 2234

ALIGNMENT AND BOUNDARY SURVEYS

Scope of Work:

Lichliter/Jameson & Associates, Inc. proposes to provide surveying and mapping services to Fort Bend County for the preparation and development of right-of-way maps, parcel sketches and, field note descriptions for FM 2234 from S.H. 288 to FM 521. These services would be performed in accordance with all pertinent requirements of the State Department of Highways and Public Transportation.

Cost:

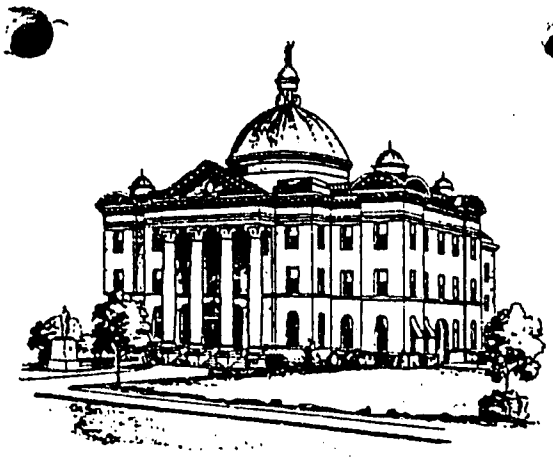
Field Surveys	$20,600.00
Survey Technician (Calculations & Descriptions	6,864.00
Design Coordination with SDHPT	1,820.00
CADD (Station & Operator)	14,200.00
Registered Public Surveyor	2,160.00
Department Head	790.00
Clerical	720.00
Abstracting	2,000.00
Mileage	450.00
Reproduction	1,000.00
TOTAL COMPENSATION	$50,604.00

#9

02266

0032

Office of
JODIE E. STAVINOHA
County Judge



P. O. Box 368
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

AS PER ORIGINAL

March 30, 1987

Mr. J. A. Nitsch
District Design Engineer
District No. 12
State Department of Highways & Public Transportation
P. O. Box 1836
Houston, Texas 77251-1386

Dear Sir:

Please find attached one copy of your letter dated March 7, 1987, agreement and bridge list dated October 29, 1986.

I have signed the agreement in accordance with your instructions. The asterisk noted on the bridge list indicates either a private bridge, a bridge replaced with pipe or a bridge replaced with a new timber bridge. The Fort Bend County Engineering Department will be glad to coordinate the bridge list with your department so as to have a more accurate count for the signs.

The County appreciates the state's efforts in this endeavor and the opportunity to work with the state in monitoring the County's bridge loading program.

Please contact me if you have any questions.

Sincerely,

Jodie E. Stavinoha
County Judge

JES/jm
attachments

note - this list has been updated 4-1-87 KEB

ners: Pustka
Denham
Pressley
Lutts
Kucherka
3-18-87

MAR 12 1987 02267
COUNTY JUDGE
0032

COMMISSION
ROBERT C. LANIER, CHAIRMAN
ROBERT M. BASS
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
P. O. Box 1836
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

AS PER ORIGINAL

March 7, 1987

MAR 18 1987

IN REPLY REFER TO
DDE

Bridge Load Posting Program

Hon. Jodie E. Stavinoha
County Judge, Fort Bend County
P. O. Box 368
Richmond, Texas 77469-0368

Dear Sir:

The Federal Highway Administration intends to disapprove Federal-Aid Secondary, Federal-Aid Urban, and Off-System bridge replacement projects within jurisdictions that meet the following criteria:

1. The jurisdiction has bridges that should be posted for load restriction; and

2. The jurisdiction has not posted these bridges; and

3. The jurisdiction has not accepted our offer to participate in the Federal Bridge Load Posting Program.

Please advise this office by April 1, 1987, as to your intentions regarding the load restriction of the bridges in your jurisdiction.

Any questions regarding this correspondence or our Bridge Load Posting Program should be directed to Mr. Ronald Templeton in our District Office (869-4571, ext. 779).

Sincerely,

J. A. Nitsch
District Design Engineer
District No. 12

MN/sro

02268

0032

AS PER ORIGINAL

COMMISSION
ROBERT C. LANIER, CHAIRMAN
THOMAS M. DUNNING
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
MARK G. GOODE

October 29, 1986

IN REPLY REFER TO
FILE NO. DDE

BRINSAP
Off-System Bridge Inspections

RECEIVED
NOV 12 1986
COUNTY JUDGE

Hon. Jodie Stavinoha
County Judge
Fort Bend County
P. O. Box 368
Richmond, sexas 77469-0368

Dear Sir:

Attached you will find a prepared copy of our "Bridge Load Posting Agreement."

The purchase of the required signs, sign supports, and hardware will be coordinated by our District Office. Delivery to our District Warehouse is expected approximately six (6) months after execution of this agreement. Arrangements for distribution to the local jurisdiction will be made at that time.

Any questions regarding the terms of this agreement or our Load Posting Program should be directed to Mr. Mike Norton in our District Office (713/869-4571, ext. 781).

Sincerely,

J. A. Nitsch

J. A. Nitsch
District Design Engineer
District No. 12

MN/sro
Attachment

AS PER ORIGINAL 02269

0032

12 - ---/080
Dist. City/County Number

BRIDGE LOAD POSTING AGREEMENT

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS)(

THIS AGREEMENT, made, entered into and executed this _____ day of _____, 19___, by and between the State of Texas acting by and through the Engineer-Director, with approval of the State Highway and Public Transportation Commission, hereinafter called the "State," and Fort Bend County hereinafter called the "Local Jurisdiction".

W I T N E S S E T H

WHEREAS, the State desires to enter into an agreement with the Local Jurisdiction concerning the installation of load posting signs on bridges within the Local Jurisdiction;

A G R E E M E N T

NOW, THEREFORE, the State and the Local Jurisdiction, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

The Local Jurisdiction agrees to order load posting signs from the State, the State agrees to administer Federal funds to provide the load posting signs at no cost to the Local Jurisdiction, and the Local Jurisdiction agrees to take delivery, install, and maintain the signs as stated in the sections to follow.

1. Signs. The Local Jurisdiction hereby orders the following quantities of signs:

Sign	R12-2Tb	476	ea.
Sign	R12-2Tc	20	ea.
Sign	R12-4Tb	4	ea.
Sign	R12-4Tc		ea.
Sign	W12-5	250	ea.

Weight limits for each proposed sign shall be as listed in Attachment A, "Sign Requirements," attached hereto and made part of this agreement.

11/85

2. Sign Supports and Hardware. In addition, the Local Jurisdiction hereby orders the following quantities of sign supports with appropriate hardware, and the State hereby agrees to administer Federal funds to provide the sign supports and hardware at no cost to the Local Jurisdiction.

   Treated Timber Posts 750 ea.

3. Authorization. The Local Jurisdiction shall properly authorize all proposed signs by ordinance, resolution, or other appropriate action and shall provide a copy of such which shall be attached hereto and designated Attachment B.

4. Delivery. The Local Jurisdiction shall take delivery of all proposed signs, sign supports, and hardware as agreed upon with the appropriate State Department of Highways and Public Transporation District Office.

5. Installation and Documentation. The Local Jurisdiction shall install all proposed signs in accordance with the requirements of Attachment C, "Load Posting Signs," and Attachment D, "Vertical and Lateral Clearances". The Local Jurisdiction shall document the installation by marking the date sticker affixed to the back of each sign.

6. Notification and Inspection. The Local Jurisdiction shall notify the appropriate State Department of Highways and Public Transportation District Office in writing within 15 days after all proposed signs have been properly installed. The Local Jurisdiction shall allow the Federal Highway Administration to perform on-site inspection of the installed signs and shall adjust any signs that are found to be improperly installed.

7. Maintenance. The Local Jurisdiction shall keep the installed signs clean, legible, and open to the view of approaching motorists for at least 150 feet. The Local Jurisdiction shall reinstall signs that have been knocked down by vandalism, traffic accidents, or other causes.

8. State Reponsibility. The appropriate State Department of Highways and Public Transportation District Office agrees to provide the Local Jurisdiction with reasonable consultation assistance in accomplishing the objectives of this agreement.

9. State Indemnified. The Local Jurisdiction shall save harmless the State from all claims and liabilities due to activities of the Local Jurisdiction, its agents, officials, or employees performed under this agreement and which result from an error, omission, or negligent act of the Local Jurisdiction, its agents, officials, or employees. The Local Jurisdiction shall also save harmless the State from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting said claims or liabilities.

Disputes. Should disputes arise under this contract, the State's decision shall be final and binding.

11. Civil Rights Compliance. With regard to work performed under this contract, the Local Jurisdiction, in compliance with regulations of the Department of Tansportation (49CFR21 and 23CFR710.405), Executive Orders 11246 and 11375 regarding Equal Employment Opportunity, and regulations of the Department of Labor (41CFR60), shall not discriminate on the grounds of race, color, sex, or national origin.

12. Inspection of Books and Records. The Federal Highway Administration, the Department of Transportation, the Office of Inspector General, and the Comptroller General of the United States, or any duly authorized representatives thereof, shall have access to any books, documents, papers, and records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

IN WITNESS WHEREOF, the State and the Local Jurisdiction have executed duplicate counterparts of this Agreement.

THE LOCAL JURISDICTION

By: _____
Authorized Official

_____
Name

_____
Title

Date _____

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: _____ _____
District Engineer District

Date _____

LOCAL JURISDICTION Fort Bend County

SHEET 1 OF

	BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
		AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
*	080-AA0281-001	15,000	4									2
	080-AA0313-001	10,000	4									2
*	080-AA0314-001	5,000	4									2
*	080-AA0336-001	7,500	4									2
*	080-AA0339-001	RECOMMEND CLOSURE										
	080-AA0340-001	7,500	4									2
*	080-AA0346-001			21,000	4							2
	080-AA0354-001	10,000	4									2
	080-AA0372-001	17,500	4									2
	080-AA0397-001	15,000	4									2
	080-AA0398-001	15,000	4									2
*	080-AA0405-001	5,000	4									2
*	080-AA0406-001	17,500	4									2
*	080-AA0411-002	12,500	4									2
*	080-AA0411-001	10,000	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

022272

0032

LOCAL JURISDICTION Fort Bend County

SHEET 2 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12-5
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0565-001	15,000	4									2
* 080-AA0640-001	15,000	4									2
080-AA0646-001	12,500	4									2
080-AA0691-002	12,500	4									2
080-AA0692-002	17,500	4									2
080-AA0692-001	12,500	4									2
080-AA0692-003	15,000	4									2
080-AA0692-004	10,000	4									2
* 080-AA0697-001	7,500	4									2
* 080-AA699-001	7,500	4									2
* 080-AA0702-001	7,500	4									2
080-AA0704-004	12,500	4									2
080-AA0704-002	17,500	4									2
080-AA0704-003	17,500	4									2
080-AA0710-001	17,500	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

022273
0032

LOCAL JURISDICTION Fort Bend County

SHEET 3 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0710-002	12,500	4									2
080-AA0710-003	7,500	4									2
080-AA0713-001	7,500	4									2
* 080-AA0714-001	RECOMMEND CLOSURE										
080-AA0715-001	12,500	4									2
080-AA0717-001	12,500	4									2
080-AA0717-002	7,500	4									2
080-AA0718-001	10,000	4									2
080-AA0720-001	12,500	4									2
* 080-AA0724-001	12,500	4									2
080-AA0724-002	5,000	4									2
080-AA0725-001			21,000	4							2
080-AA0725-002	17,500	4									2
* 080-AA0734-001	12,500	4									2
080-AA0740-001	10,000	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

0032

022274

LOCAL JURISDICTION Fort Bend County

SHEET 4 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0740-002	17,500	4									2
080-AA0742-001	15,000	4									2
080-AA0743-001	17,500	4									2
080-AA0744-002	17,500	4									2
080-AA0744-001	12,500	4									2
080-AA0749-001	17,500	4									2
080-AA0753-001	15,000	4									2
080-AA0755-001	15,000	4									2
080-AA0755-002	15,000	4									2
080-AA0760-001	15,000	4									2
080-AA0761-001			21,000	4							2
080-AA0764-001	12,500	4									2
080-AA0764-002	12,500	4									2
080-AA0767-002	7,500	4									2
080-AA0790-001	10,000	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

AS PER ORIGINAL

ATTACHMENT A
SIGN REQUIREMENTS

0032

02275

LOCAL JURISDICTION Fort Bend County

SHEET 5 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0790-002	17,500	4									2
080-AA0803-002	15,000	4									2
080-AA0803-001	12,500	4									2
080-AA0804-001	12,500	4									2
080-AA0811-001	15,000	4									2
080-AA0813-001	5,000	4									2
080-AA0836-001	12,500	4									2
080-AA0854-001	12,500	4									2
080-AA0855-001	7,500	4									2
080-AA0856-001	7,500	4									2
080-AA0858-001	7,500	4									2
080-AA0860-001	10,000	4									2
080-AA0861-001	17,500	4									2
080-AA0866-001	10,000	4									2
080-AA0872-001	10,000	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

022276
0032

LOCAL JURISDICTION Fort Bend County

SHEET 6 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12-[illegible]
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0882-001	15,000	4									2
080-AA0886-001	10,000	4									2
080-AA0888-001	12,500	4									2
080-AA0892-001	7,500	4									2
080-AA0893-001	7,500	4									2
* 080-AA0896-001	7,500	4									2
080-AA0904-001	10,000	4									2
080-AA0905-001	12,500	4									2
080-AA0907-001	5,000	4									2
080-AA0908-001	7,500	4									2
080-AA0908-002	15,000	4									2
080-AA0927-002	12,500	4									2
080-AA0927-001	7,500	4									2
080-AA0928-001	7,500	4									2
080-AA0932-001	15,000	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

022277

0032

LOCAL JURISDICTION Fort Bend County

SHEET 7 OF

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0933-001	7,500	4									2
080-AA0934-001	12,500	4									2
080-AA0935-001	7,500	4									2
080-AA0935-003	17,500	4									2
080-AA0935-002	7,500	4									2
* 080-AA0946-001	12,500	4									2
080-AA0947-003	12,500	4									2
080-AA0947-001	15,000	4									2
080-AA0947-002	17,500	4									2
080-AA0947-004	12,500	4									2
080-AA0950-001	17,500	4									2
080-AA0958-001	17,500	4									2
080-AA0963-001	12,500	4									2
* 080-AA0968-001	10,000	4									2
080-AA0970-002			21,000	4							2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

0032

022228

LOCAL JURISDICTION Fort Bend County

SHEET 8 OF ___

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
080-AA0970-001	15,000	4									2
080-AA0971-001	12,500	4									2
080-AA0973-001	12,500	4									2
080-AA0975-001	17,500	4									2
080-AA0976-001	7,500	4									2
080-AA0977-001	12,500	4									2
080-AA0982-001	15,000	4									2
080-AA1000-001	17,500	4									2
080-AA1001-001	17,500	4									2
080-AA1005-001	15,000	4									2
080-AA1005-002	17,500	4									2
080-AA1006-001	15,000	4									2
* 080-AA1008-001	12,500	4									2
* 080-AA1009-001	15,000	4									2
080-AA1010-001	7,500	4									2

The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

ATTACHMENT A
SIGN REQUIREMENTS

AS PER ORIGINAL

022279

0032

LOCAL JURISDICTION Fort Bend County

SHEET 9 OF ____

BRIDGE IDENTIFICATION NUMBER	R12 - 2Tb		R12 - 2Tc		R12 - 4Tb			R12 - 4Tc			W12
	AXLE OR TANDEM	No. Req'd	TANDEM AXLE	No. Req'd	GROSS	AXLE OR TANDEM	No. Req'd	GROSS	TANDEM AXLE	No. Req'd	No. Req'd
* 080-AA1011-001			21,000	4							2
080-AA1012-001	RECOMMEND CLOSURE										
* 080-AA1013-001					32,000	15,000	4				2
080-AA1014-001	17,500	4									2
080-AA1015-001	12,500	4									2
080-AA0997-001	17,500	4									2
080-AA0767-003	17,500	4									2
080-AA0720-002	17,500	4									2

AS PER ORIGINAL

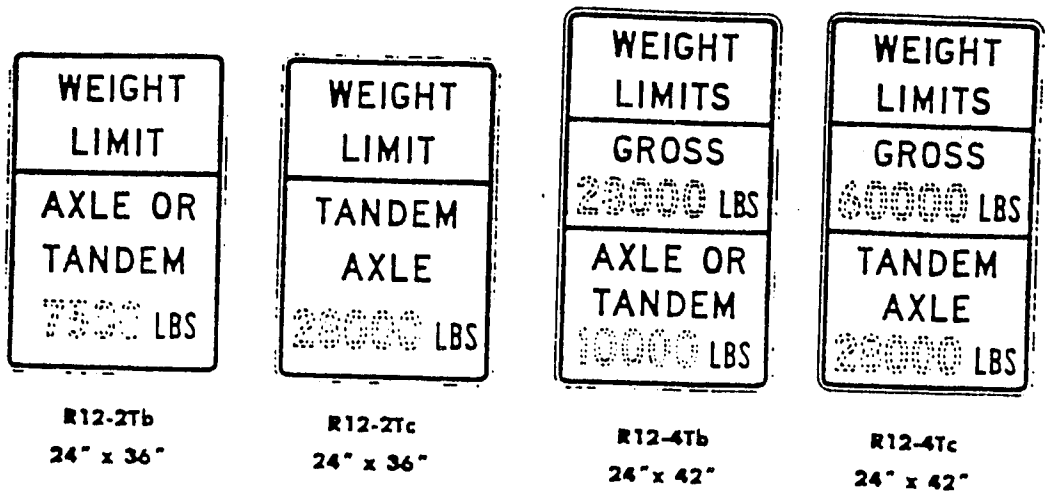
The above list of sign requirements has been verified as correct

Local Jurisdiction Official

Date

ATTACHMENT A
SIGN REQUIREMENTS

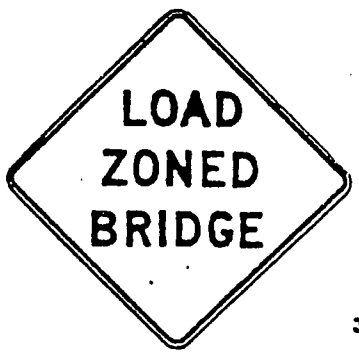
02280
0032



R12-2Tb 24" x 36" | R12-2Tc 24" x 36" | R12-4Tb 24" x 42" | R12-4Tc 24" x 42"

WEIGHT LIMIT SIGNS

A Weight Limit sign shall be located just ahead of the bridge in each direction of travel. Six feet from the abutment is a good location if the bridge is on an unpaved or low-speed road. This distance should be increased if the bridge is on a high-speed road.



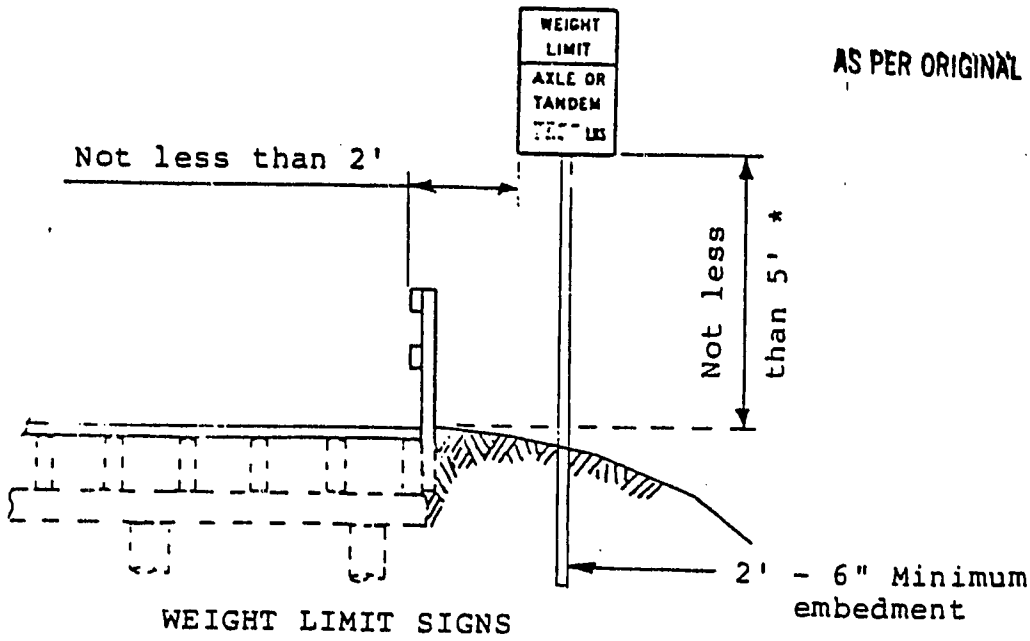
W12-5
36" x 36"

ADVANCE WARNING SIGN

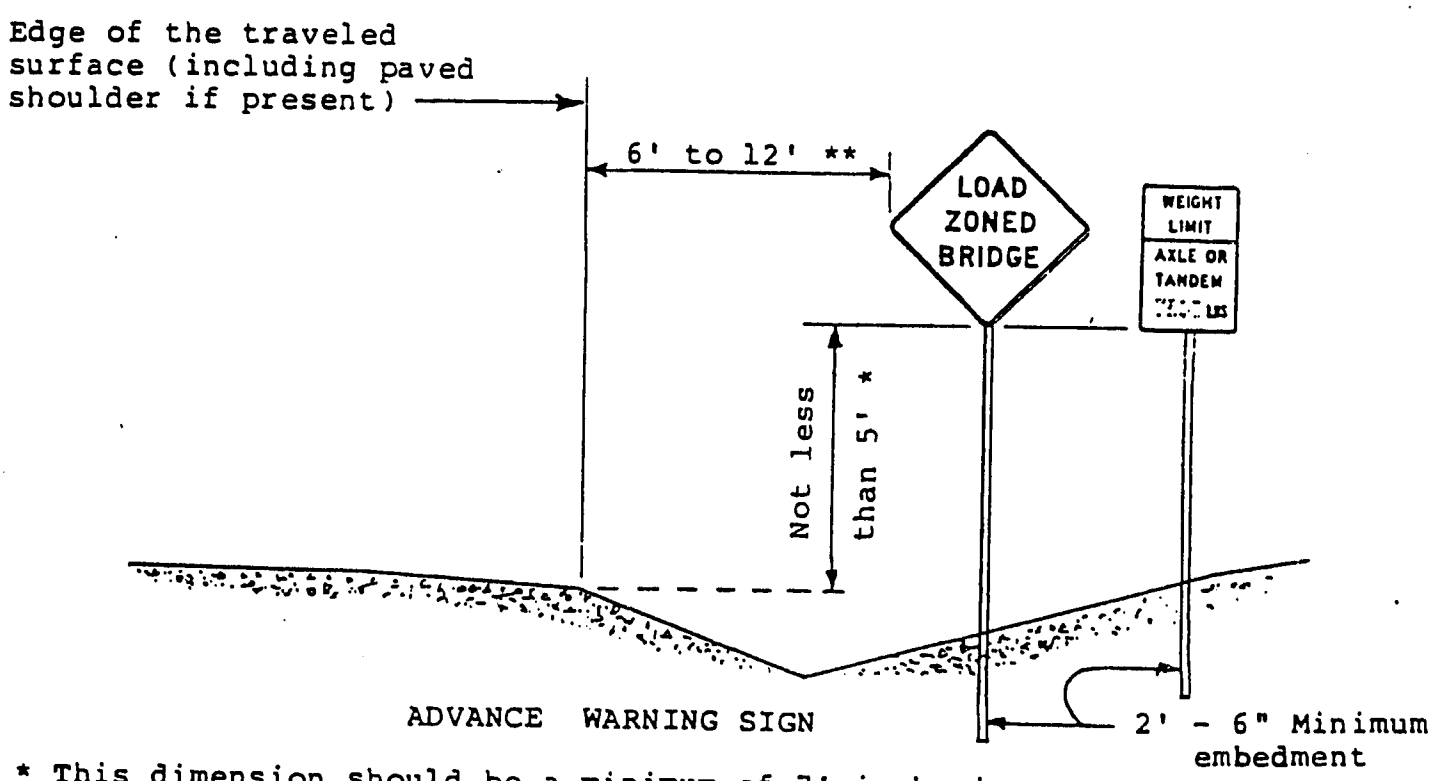
The Load Zone Bridge sign should be used to warn of a bridge with a posted weight restriction. The sign should be placed so as to allow the driver of an overweight vehicle to detour around the bridge. It is also recommended that a WEIGHT LIMIT sign be placed beside or 100 feet behind each advance warning sign.

ATTACHMENT C - Load Posting Signs

AS PER ORIGINAL 0032



WEIGHT LIMIT SIGNS



ADVANCE WARNING SIGN

* This dimension should be a minimum of 7' in business or residential areas where parked vehicles may block the sign.

** This dimension may be reduced to a minimum of 2' in business or residential areas.

ATTACHMENT D - Vertical and Lateral Clearances

10

5/7 xc: 4 Commissioners
Dianne Wilson

02283

ITEM FOR COURT AGENDA MONDAY, May 11, 1987:

0032

INVOICE

AS PER ORIGINAL

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: April 29, 1987

RE: ARCHITECTURAL SERVICES

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

ESTIMATED cost of construction: $6,000,000
Architect's fee @ 7%: $420,000*

TOTAL COMPLETION OF CONSTRUCTION DOCUMENTS PHASE - 75%

(420,000 x 75%) = $315,000
LESS previous payments: (231,000)

NOW DUE ARCHITECT: $ 84,000

Approved 5/11

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

* to be adjusted when actual construction cost is known

Equicor Health Plan, Inc.
1300 Post Oak Boulevard, Suite 1500
Houston, Texas 77056
713 623-0244

11
02284

0032

EQUICOR

AS PER ORIGINAL

PAID
MAY 4 1987
FORT BEND COUNTY
County Auditor

March 26, 1987

Dear Customer:

This letter is to inform you that effective March 1, 1987, United Medical Plan of Texas has changed its name to EQUICOR Health Plan, Inc. This is a result of a joint venture between Hospital Corporation of America (HCA), our parent company, and the Equitable Life Assurance Society of the U.S. With this change we will be able to take full advantage of all the benefits of being part of a national organization, giving us even more opportunity for growth and expansion.

The physicians providing health services to members remain the same. All current employer Group, Subscriber and Individual (Non-Group) Agreements remain in effect.

While our name has changed, our desire to serve you is still the same and we look forward to continuing our good working relationship with you.

I would appreciate your posting the enclosed notice for your employees who belong to our plan. If you have any questions, please do not hesitate to call your Sales Representative.

Best regards,

Kathleen Cartwright, President

Enclosure/

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

02285
Pustka - P
0032
AS PER ORIGINAL

May 6, 1987

To: Members of Fort Bend County Commissioners Court

From: Richard Selleh

Subject: The Policy and Procedure Committees recommended changes to the Employee Information Manual

Change 1. Work week for the Fort Bend County Library system. The county work week now is Saturday through Friday. This work week is fine for all departments except the library. Since they went to a seven day work week they have a scheduling problem. The library would like to see their work week changed to Sunday through Saturday. Mr. Bohachevsky has met with the Auditor's Department, the Treasurer's Department and Personnel in addition to the Policy & Procedure Committee. It is the recommendation of the committee that the Library departments work week be changed to Saturday through Sunday. The work week will remain the same for all other county departments.

Change 2. Under sick leave on page 9A the following sentence be added. "The Personnel Department shall be responsible for getting the facts together for each case and reporting them to Commissioners Court."

Change 3. Under Employee Termination and Subsequent Re-Employment. On line fourteen we changed the sentence "Comp time will not be transferred." The sentence now reads "Comp time will not be transferred and must be used prior to the employee's transfer."

Change 4. Under Defensive Driving on page 24.
The old sentence said "The insurance company and Commissioners Court recommends that all employees who drive county vehicles take the course." The new sentence will read "It is mandatory that all employees who drive a county vehicle take the defensive driving course every three years."

Fire Marshall - add.

12

02286

0032

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

May 6, 1987

AS PER ORIGINAL

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approved
C.C.
5/11/87

Fort Bend County Library System

02287

0032

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

May 5, 1987

AS PER ORIGINAL

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

On May 11, 1987 I will appear before you, together with Richard Selleh, to ask that you change the County's standard workweek for the Library Department only, from one beginning at 12:01 a.m. Saturday and ending 12:00 midnight Friday, to one beginning at 12:01 a.m. Sunday and ending 12:00 midnight Saturday.

Essentially the reason for my request is this: In our library, and traditionally in many others, library staff must work every other weekend (libraries are always open on Saturdays and often on Sundays). In order that a staff person complete 40 hours of work each week, it often happens that she/he must work 10 days in a row, with an off day on the 7th day. The attached illustration shows more clearly how that works. After working 6 days in a row, there is an off day, then there are 4 more days to be worked before a long weekend can be taken (Friday, Saturday, Sunday). Mondays and Tuesdays cannot be given as off days because they are very busy days in libraries. Also, Saturdays and Mondays, the two busiest days of the week are separated by only 1 day off, hardly enough rest for someone who has been on her/his feet all day Saturday and will be on her/his feet again all day Monday.

I have discussed the possibility of changing our workweek with Judge Stavinoha and with Joyce Tompkins, Kathy Hynson and Richard Selleh and their staffs at a special meeting we held on April 15, 1987. They had no objections to my proposal and can implement whatever internal changes need to be made. The Policies and Procedures Committee has approved my request as well and now Commissioners Court, if it agrees, must vote to amend the previous standard workweek policy, exempting the Library from it, and adopting a new and different workweek.

One of my attachments shows how Harris County Commissioners Court did this. They too had a similar problem and were able to solve it. Also included in my attachments is a sample payroll sheet and how it was modified to accommodate the new workweek, as well as an illustration of how workweeks function for my staff now and in the proposed way.

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

I would like very much for Commissioners Court to approve my request. It is important to the effective administration of the Library Department that we make correct adjustments in policies when they cause unnecessary hardships for genuinely service-minded staff.

Thank you,

Roman Bohachevsky

Roman S. Bohachevsky

RSB/dmr

Attachments

AS PER ORIGINAL 02289

	Sa	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F
NOW														

	Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
PROPOSED														

THE STATE OF TEXAS I
COUNTY OF HARRIS I

On this the 4th day of February, 1986, at a regular meeting of the Commissioners Court of Harris County, Texas, sitting as the governing body of Harris County and of the Harris County Flood Control District, upon motion of Commissioner Lee, seconded by Commissioner Lyons, duly put and unanimously carried, the following was adopted:

WHEREAS, the Commissioners Court desires to revise the personnel regulations governing the employees of Harris County and the Harris County Flood Control District;

NOW, THEREFORE, it is ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Harris County, Texas, as the governing body of Harris County and of the Harris County Flood Control District that the following revisions be made in the Personnel Regulations:

1. Standard Workweek and Overtime: The number of hours constituting a standard workweek for a County Employee shall be forty (40) hours. Any hour or fraction thereof worked in excess of forty (40) hours per workweek shall be considered overtime. Said workweek shall begin at 12:01 A. M. Saturday and end at 12:00 midnight Friday night, except for the County Library, whose workweek shall begin at 12:01 A. M. Sunday and end at 12:00 midnight Saturday night.

2. Th addition of an extra holiday to the present holiday schedule for County Employees which will be Martin Luther King, Jr. Birthday.

3. The changing of December 24th holiday to December 26th, 1986 for the year 1986 only and which will then revert back to the Decmeber 24th holiday thereafter.

- - - - - - -

PRESENTED TO
COMMISSIONERS COURT
DATE: February 4,1986
RECORDED: Vol. Page

Table of Contents

	Page
COMMISIONERS COURT ORDER	1
I. DEFINITIONS	2
101 Employee	2
1.02 Standard Workweek and Overtime	2
1.03 Seniority	2
1.04 Longevity Pay	2
1.05 Creditable Service	2
1.06 Continuous Service	3
1.07 Break in Service	3
1.08 Bridging of Breaks in Service	3
1.09 Active Duty	3
1.10 Leve of Absence without Pay	3
1.11 Bi-Weekly Payroll	3
1.12 Paid Absences	4
II. EMPLOYMENT	4
III. JOINT EMPLOYMENT	4
IV. EMPLOYEE TIME RECORDS	5
V. LONGEVITY	5
VI. COMPENSATION FOR PARTIAL PAYROLL PERIODS AND DEDUCTIONS FOR UNEXCUSED ABSENCES	5
VII. OVERTIME COMPENSATION FOR NON-EXEMPT EMPLOYEES	6
VIII. CHANGES IN EMPLOYEE'S STATUS OTHER THAN TERMINATIONS OF EMPLOYMENT	6
IX. COMPENSATORY TIME AND SHORT TIME	6-9
X. RETIREMENT	9

AS PER ORIGINAL

022390

HARRIS COUNTY, TEXAS

PAYROLL FUND 10CC PAYROLL DEPARTMENT LIBRARY-COUNTY

PAGE 1 ACCOUNT 285-001

234 PPE200 11/17/86 191814 RETURN TO AUDITOR BY 8:00 AM -- PAYROLL 11/20/86

PERIOD ENDING NOVEMBER 22, 1986

DAILY RECORD OF HOURS WORKED AND ABSENCES
Complete per Accounting Procedures - Payroll Manual

SOCIAL SECURITY NUMBER / NAME	POSITION NUMBER		8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	AUDITOR'S USE ONLY	HOURS PAID REGULAR / OVERTIME	ADJUSTING HOURS PAID REGULAR / OVERTIME	HRLY PAY RATE / BASE CAR ALLOWANCE LONGEVITY OVERTIME	AMOUNT / BASE CAR ALLOWANCE LONGEVITY OVERTIME	ADJUSTING AMOUNT / BASE CAR ALLOWANCE LONGEVITY OVERTIME
143-26-9218	0199	9.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	S		80.0		11.083	886.64	
ADA, SHIRLEY HALTON						9.5									O		3			EXM.	0.058	4.64	
B= 1,921.00 C= 0.00 L= 10.00																							
449-88-6757	0214	10.5	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		80.0		7.633	610.64	
ADAMS, DEBRA M.					8	8	8	8	8			8	8	8	V		8				0.173	13.84	
B= 1,323.00 C= 0.00 L= 30.00																							
363-40-2216	0059	7.5	SAT	SUN	8.0	8.0	8.0	8.0	8.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	S		80.0		7.633	610.64	
ADERHOLD, DONNA									O	8						O	8				0.173	13.84	
B= 1,323.00 C= 0.00 L= 30.00																							
460-04-3657	5013		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		0.0	24.5	6.420	157.29	
ALEXANDER, BETTY RUTH							1.5	3					8	6	6								
B= 6.42 C= 0.00 L= 0.00																							
463-44-0643	0086		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		48.0		7.654	367.39	
ALLEMORE, C. R.					4	4	4	4	4	4		4	4	4	4	4	4						
B= 796.00 C= 0.00 L= 0.00																							
438-90-7618	0198	11.0	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		80.0		7.702	616.16	
AUSTIN, JOHN A.					8	V	8	3/5i	8			S	8	8	8	8							
B= 1,335.00 C= 0.00 L= 0.00																							
455-15-1565	0014	11.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	S		80.0		7.633	610.64	
AXELRAD, STEWART RANDALL							O			8											0.029	2.32	
B= 1,323.00 C= 0.00 L= 5.00																							
467-25-6089	0095	18.5	SAT	SUN	8.0	8.0	8.0	6.0	8.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	S		80.0		10.558	844.64	
BAIRD, MARY FRANCES									SS/5i											EXM.	0.058	4.64	
B= 1,830.00 C= 0.00 L= 10.00																							
453-76-1625	0225	4.0	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		80.0		7.633	610.64	
BALLOW, KATHERINE ANN					8	8	8	8	8			V	V	V	V	V							
B= 1,323.00 C= 0.00 L= 0.00																							
439-88-7500	0087		SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	S		48.0		7.654	367.39	
BARNES, EDDIE					4	4	4	4	4	4		4	4	4	4	4	4						
B= 796.00 C= 0.00 L= 0.00																							
461-96-7436	0064		SAT	SUN	8.0	8.0	8.0	8.0	8.0	SAT	SUN	8.0	8.0	8.0	8.0	8.0	S		80.0		8.481	678.48	
BARNES, KATHLYN E.																					0.173	13.84	
B= 1,470.00 C= 0.00 L= 30.00																							

AUDITED AND APPROVED FOR PAYMENT:

I have examined and audited this payroll and in consideration of the facts shown and on recommendations on the officials I have approved it for payment

County Auditor

Checked

Assistant Auditor

AFFIDAVIT TO CORRECTNESS OF ACCOUNT

The undersigned, being first duly sworn, on oath says: I certify that the persons listed on this payroll were in the employ of this agency on the dates and for the time shown opposite their respective names, and are entitled to receive the amounts indicated for payment. I further certify that none of the persons listed are related to me within the degree prohibited by the Penal Code, so help me God

THE STATE OF TEXAS
COUNTY OF HARRIS

Rhoda L. Goldberg
Asst. County Librarian

Subscribed and sworn to before me, the undersigned authority, on the 17th day of November, 1986
at Houston Texas

Dana Pont
Notary Public in and for Harris County Texas

(Seal)

* Prior Period Checks	6,203.26 B+
Unused Vacation	53.12 L+
Severance Pay	
	6,256.38 ++

AS PER ORIGINAL

02291

13

02292

0032

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

April 30, 1987

AS PER ORIGINAL

Mr. Alton Pressley
County Commissioner
Precinct Three
County of Fort Bend
1809 Eldridge Road
Sugar Land, Texas 77478

Re: Application for Public Hearing
Oyster Point Sections 1, 2, and 3

Dear Commissioner Pressley:

In accordance with Article 6626e, V.T.C.S. and on behalf of our client, Lexington Development Company, I would like to submit this letter as a formal application to establish a date for a public hearing on Oyster Point, Sections 1, 2, and 3 Replat, with the Commissioners Court of Fort Bend County.

The purpose of these three replats are to establish three separate sections out of the original Oyster Point subdivision plat as well as change the lot size in Oyster Point Section One from five thousand (5,000) square feet to ten thousand (10,000) square feet in size.

All lot owners within all three sections of Oyster Point are listed on the attached sheet, indicating mailing address as well as which parcel is owned. All three (3) sections of Oyster Point are under the extraterritorial jurisdiction of the City of Sugar Land and have been given final approval by said city.

If you should need any further information, please do not hesitate to call me at your earliest convenience and I sincerely appreciate your consideration.

Very truly yours,

Randall L. Riley
Director of Planning

June 8, 10AM

RLR/jjd

cc: Mr. Stanley Kucherka, P.E., County of Fort Bend
Mr. Pat Duggan, Lexington Development Company

File: 042-0502-06
Enclosure

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

14. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ACROSS SEABOURNE CREEK IN PRECINCT 1, ACROSS COON CREEK IN PRECINCT 2 AND TO CROSS COTTONWOOD IN PRECINCT 4:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable across Seabourne Creek in Precinct 1, across Coon Creek in Precinct 2 and to cross Cottonwood in Precinct 4. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE ALONG MAREK RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone to lay cable along Marek Rd. in Precinct 2. (Recorded in minutes in full)

16. CONSIDER APPLICATION FROM CITY OF HOUSTON TO LAY A WATER LINE CROSSING COUNTY DRAINAGE DITCH B-1 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from City of Houston to lay a water line crossing County drainage ditch B-1 in Precinct 2. (Recorded in minutes in full)

17. CONSIDER TRANSFERRING AUTOMOBILE FROM SHERIFF'S DEPT. TO DATA PROCESSING DEPARTMENT:

Cancelled

18. ACCEPT BIDS FOR (1) ONE OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKERS (#87-32); (2) ONE OR MORE NEW EMULSION STORAGE TANKS (#87-33):

Accept bid for one or more new pneumatic hydraulic road packers:

Postponed

Accept bid for one or more new emulsion storage tanks:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to PRECO MACHINERY emulsion storage tank for Precinct 1, in the amount of $ 7,250.00. (Recorded in minutes in full)

19. CONSIDER AGREEMENT TO MODIFY CONDITIONS OF DELIVERY AND PAYMENT OF 11 VEHICLES DELIVERED BY CHUCK MILLER FORD TO SHERIFF'S DEPT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Agreement to modify condition of delivery and payment of 11 vehicles delivered by Chuck Miller Ford to Sheriff's department. (Recorded in minutes in full)

20. CONSIDER RECOMMENDATION FROM THE SAFETY COMMITTEE REGARDING SAFE DRIVING AWARDS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept recommendation with amendments and authorize purchase of safe driving awards as presented by Gary Tilton, Fire Marshall. (Recorded in minutes in full)

14

02294

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated May 4, 1987, permit no. 80813 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 17th. day of May, 19 82, recorded in Volume 33 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 I Kuehn
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 33 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosen
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

pickup 5/2/87

Appl. # 80813 02295

0032

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, Texas.

AS PER ORIGINAL

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

5/6/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

02296

To be Submitted in Quintuplicate----5

AS PER ORIGINAL

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. _____
Key Map Ref. _____
Notification No. 80813

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~~
SEABOURNE CREEK			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
~~Seabourne Creek~~	~~At Highway 59~~	~~North to South~~	
~~Goon Creek~~	~~At Highway 59~~	~~North to South~~	
~~Cottonwood Creek~~	At ~~Highway 59~~	~~North to South~~	

GENERAL DESCRIPTION

Proposed 2-4" P.V.C. will Extend north to south in the West right of way of Highway 59, ~~crossing through three (3) Creeks~~.

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. D. Rance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite ~~2440~~ 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: May 4, 1987
Log No.: RR*3

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated May 4, 1987, permit no. 80814 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 17th. day of May, 19 82, recorded in Volume 33 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 33 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80814 02298

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, Texas.

Karl E. Baker
Karl E. Baker, P. E.
Assistant Engineer

5/6/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

AS PER ORIGINAL

02299

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 2 0032
Key Map Ref.
Notification No. 80814

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~~
COON CREEK			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
~~Seabourne Creek~~	~~At Highway 59~~	~~North to South~~	
~~Coon Creek~~	~~At Highway 59~~	~~North to South~~	
~~Cottonwood Creek~~	~~At Highway 59~~	~~North to South~~	

GENERAL DESCRIPTION

Proposed 2-4" P.V.C. will Extend north to south in the West right of way of Highway 59 ~~crossin through three (3) Creeks~~.

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. D. Rance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite XXXO 2 Houston, Texas 77084

Telephone No.: 578-8781 Date: May 4, 1987
Log No.: RR*3

14

02300

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated May 4, 1987, permit no. 80815 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 17th. day of May, 19 82, recorded in Volume 33 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 Kuchta
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 33 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Koster
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80815 02301

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

5/6/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

02302

AS PER ORIGINAL

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 4 02303
Key Map Ref.
Notification No. 80816

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~~
~~[illegible]~~					
COTTONWOOD CREEK					

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
~~Seabourne Creek~~	~~At Highway 59~~	~~North to South~~	
~~Coon Creek~~	~~At Highway 59~~	~~North to South~~	
~~Cottonwood Creek~~	~~At Highway 59~~	~~North to South~~	

GENERAL DESCRIPTION

Proposed 2-4" P.V.C. will Extend north to south in the West right of way of Highway 59, ~~crossing through three (3) Creeks~~.

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. R. Nance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite XXXX 28
Houston, Texas 77084

Telephone No.: 578-8781 Date: May 4, 1987
Log No.: RR*3

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

AS PER ORIGINAL

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 4 02303
Key Map Ref.
Notification No. 80815

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~~
~~[illegible]~~					
COTTONWOOD CREEK			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
~~Seabourne Creek~~	~~At Highway 59~~	~~North to South~~	
~~Coon Creek~~	~~At Highway 59~~	~~North to South~~	
~~Cottonwood Creek~~	~~At Highway 59~~	~~North to South~~	

GENERAL DESCRIPTION

Proposed 2-4" P.V.C. will Extend north to south in the West right of way of Highway 59, ~~crossing through three (3) Creeks~~.

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. R. Nance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 200 28
Houston, Texas 77084

Telephone No.: 578-8781 Date: May 4, 1987
Log No.: RR*3

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th. day of May, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City of Houston dated May 1, 1987, permit no. 80817 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 17th. day of May, 19 82, recorded in Volume 33 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 Stanley L Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 33 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

Appl. # 80817 02305

The following "Notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed 0032 and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

5/6/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NO BOND REQUIRED

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)

02396

TO COUNTY OF FORT BEND

PRECINCT NO. 2 0032
PERMIT NO. 80817

Formal notice is hereby given that The City of Houston, 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
FBCDD DITCH B-1	Across Chimney Rock	200'	Above Ground			

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

A 12" steel water main crossing of F B C F C D 200' easement at Chimney Rock south of West Bend on piers.

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.

WD #7703 (Sheets 2,3,15)
Project #9520

COMPANY NAME: City of Houston
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Walter Williams
(Signature)
NAME & TITLE Walter Williams, Assistant Director, Public Works
(Please Print)

DATE: May 1, 1987
ADDRESS Water Engineering, P.O. Box 1560
(Street/P.O. Box)
Houston, Texas 77251
City State Zip
TELEPHONE NO: 247-3280

18/2

02307

0032

PURCHASE OF ONE (1) OR MORE NEW EMULSION STORAGE TANKS
BID #87-33

COMPANY	BID PRICE	PRICE GUARANTEE
PRECO MACHINERY ✓	$7,250.00	180 days
R.J. MILLER CO.	$7,545.00	90 days
HI-WAY EQUIPMENT CO.	$9,650.00	45 days

AGREEMENT BETWEEN FORT BEND COUNTY, TEXAS
AND CHUCK MILLER FORD, INC., CONCERNING
THE PURCHASE OF ELEVEN VEHICLES

STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the County of Fort Bend, Texas, hereinafter referred to as the "County", and Chuck Miller, Ford, Inc., hereinafter referred to as the "Contractor".

WHEREAS, the Contractor was awarded the bid for the purchase of certain vehicles to be used by the County Sheriff; and

WHEREAS, eleven of said vehicles were delivered to the County without oil coolers as required by the bid specifications; and

WHEREAS, the County desires to use these vehicles prior to the installation of the oil coolers; and

WHEREAS, the Contractor has agreed to install the oil coolers in these vehicles at some period in the future.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I.

The Contractor agrees to accept payment of ninety (90) percent of the purchase price for these eleven (11) vehicles with the remainder being paid by the County after the said eleven (11) vehicles have been equipped with the oil coolers by the Contractor.

II.

It is expressly agreed and understood by the Contractor that the County will use these vehicles before said oil coolers are installed without cancellation or limitation of any warranty on said vehicles.

III.

Contractor agrees that immediately upon receipt of necessary facts to install oil coolers, the Contractor will make arrangements to install same at the County maintenance

facility. Attached hereto and incorporated herein for all purposes is a copy of letter dated April 30, 1987 to Sid McArthur, Fort Bend County Vehicle Maintenance Supervisor.

IV.

It is expressly agreed and understood by the Contractor that this Agreement will not limit any other rights or remedies that the County has as to the vehicles purchased from the Contractor.

V.

It is understood and agreed by both parties that the entire Agreement as to these eleven (11) vehicles constitutes the entire Agreement between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this contract shall be valid only when they have been expressed in writing duly signed by the parties.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA
County Judge
Fort Bend County, Texas

WITNESSED BY:
Dianne Wilson
DIANNE WILSON
County Clerk
Fort Bend County, Texas

Date: 5-11-87

CHUCK MILLER FORD

BY: [signature]
ROBERT A. FAZZA
Authorized Agent of
Chuck Miller Ford, Inc.

BEFORE ME, a Notary Public, on this day personally appeared Robert A. Fazza, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Given under my hand and seal of office this 8th day of May, 19 87, A.D., _____.

[signature]
Notary Public, State of Texas

My commission expires:
12/31, 19 88

02310

0032

CHUCK MILLER FORD, INC.
CLEAR LAKE AUTOMOTIVE CENTER
Telephone (713) 488-5920 16800 FEATHERCRAFT LANE
HOUSTON, TEXAS 77058

CHARLES W. MILLER
PRESIDENT

April 30, 1987

AS PER ORIGINAL

Sid Mc Arthur
Vehicle Maintenance Supervisor
1410 Ransom Road
Richmond, Texas 77469

Sid,

This letter is to confirm our phone conversation on April 16, 1987. Please use this letter as a commitment for Chuck Miller Ford, Inc. to install the engine oil coolers on all 23 units ordered by Ft. Bend County strickly at our expense. The installation of these oil coolers will not jeopardize the factory warranty on these units.

When the parts arrive, we will call and arrange a two day period that is convenient to install them at your location. These will be on the units you have signed for and that have been delivered as well as the remainder of units. Also, you may release any of the units that have been or will be delivered for duty.

Please use this letter as a commitment and GUARANTEE that we will install the oil coolers. Due to the separate purchase orders that were arranged, please release all delivered units for prompt payment.

Thank you in advance
I remain

Robert A. Fazza

Agreed to By:
5-1-87
Sid Mc Arthur
Vehicle Maintenance Supervisor

Agreed to By:
Robert A. Fazza
Fleet Manager

This becomes a letter of Commitment only when signed by both parties

CC: Capt. Sparkman
Port Bend County Sheriff

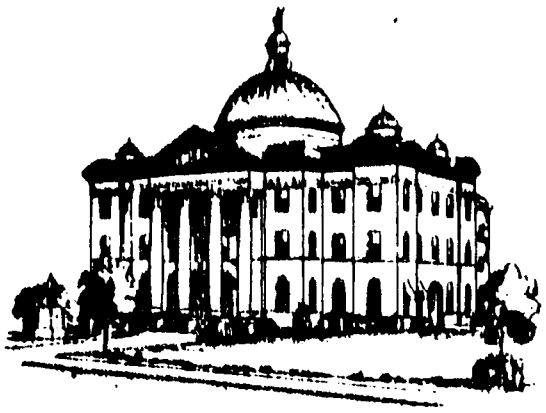
20

02311

AS PER ORIGINAL

0032

GARY A. TILTON
Fire Marshal/
Safety Director



P.O. BOX 205
RICHMOND, TEXAS 77469
(713) 342-7359

STATE OF TEXAS COUNTY OF FORT BEND

May 6, 1987

Fort Bend County
Commissioner's Court
500 Jackson
Richmond, TX 77469

Dear Sirs:

The Fort Bend County Safety Committee has been toying with the decision as to what constitutes safe driving. The matter was referred to a sub-committee. After much deliberation, and study, the following recommendation was brought back to the Safety Committee. After much discussion, it was decided that we would pass the recommendation on to the Commissioner's Court for approval. The recommendation is as follows:

> If an employee is involved in an accident - DRIVING - and he is ticketed, he is automatically dismissed from a safe driving award. If no one is ticketed, then it is left up to the discretion of the Supervisor, Safety Manager, and/or Commissioner, as to if that driver is at fault.
>
> When a piece of equipment is en route from one location to another (Point A to Point B) - and the driver has an accident, it will be considered a driving accident. When the equipment is being operated and an accident occurs, it will not be considered a driving accident. (Note: Equipment moving on the road is traveling about 20 mph. When the equipment is being operated, it is only moving about 2-5 mph.)

This recommendation is being submitted for the Court's approval, and/or recommendations. Thanking you in advance!

Sincerely,

Gary A. Tilton

GAT:det

Safe Driving Committee

If an employee is involved in an accident, - (driving) - and he is proven at fault, he is automatically dismissed from a safe drivers award. If no one is ticketed then it is left up to the discretion of the Supervisor, Safety Manager, and/or Commissioner, as to if he is at fault.

When a piece of equipment is en route from one location to another (Point A to Point B) - and he has an accident, it will be considered a driving accident. When the equipment is being operated and an accident occurs, it will not be considered a driving accident. (Note: Equipment moving on the road is traveling about 20 miles an hour. When the equipment is being operated, it is only moving about 2-5 miles an hour.)

21. SET BOND AMOUNT FOR FIRE MARSHALL:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set bond amount for Fire Marshall at $1,000. (Recorded in minutes in full)

22. ADVERTISE FOR BIDS FOR DATA PROCESSING EQUIPMENT (FUNDS ARE AVAILABLE):

Postponed

23. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS - COLLECTION OF HMO FEES OWED BY COUNTY PERSONNEL (ART.6252-17, SEC. 2(G), V.T.C.S.); AND; TAKE ACTION, IF NECESSARY:

Met in Closed Session.

No action taken.

24. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF GASOLINE FOR FORT BEND COUNTY (#87-34); & (2) PURCHASE OF DIESEL FUEL FOR FORT BEND COUNTY (#87-35):

Open bids for purchase of gasoline for Fort Bend County:

The following bids were presented to Commissioners' Court for review.

A) MAJOR BRAND OIL OF HOUSTON
B) SUGAR LAND BULK OIL CO.

Open bids for purchase of diesel fuel for Fort Bend County:

The following bids were presented to Commissioners' Court for review.

A) MAJOR BRAND OIL OF HOUSTON
B) SUGAR LAND BULK OF OIL CO.

25. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to abstain, Commissioner Pustka, no vote (acting chair), it is ordered to approve bills as presented. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

26. ADJOURNMENT:

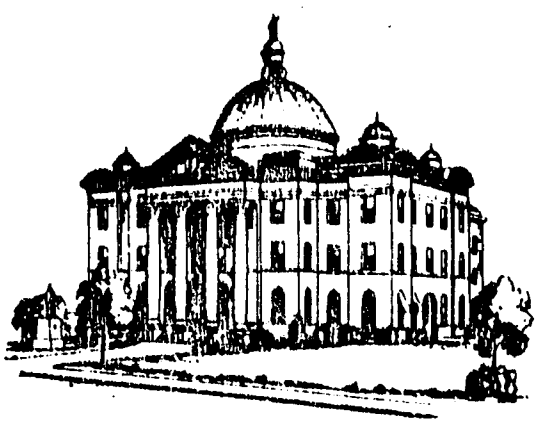
Commissioners' Court adjourned Monday, May 11, 1987.

AS PER ORIGINAL

02314

0032

GARY A. TILTON
Fire Marshal/
Safety Director



P.O. BOX 205
RICHMOND, TEXAS 77469
(713) 342-7359

STATE OF TEXAS **COUNTY OF FORT BEND**

Position - P
$1,000 -

May 6, 1987

Fort Bend County
Commissioner's Court
500 Jackson
Richmond, TX 77469

Dear Sirs:

As per letter dated March 16, 1987, from Criminal District Attorney Larry Wagenbach, to the Fort Bend County Fire Marshal/Safety Director, in regards to Oath and Bond for the County Fire Marshal,The answer to the first question, "Is bond and oath required for Fire Marshal?", is that an oath and bond of office is required for the Fire Marshal. The Commissioners' Court may set the amount of the bond which will require action taken during a meeting of said court.

I would like to have the Court set the amount of bond for the position of Fort Bend County Fire Marshal. Thanking you in advance!

Sincerely,

Gary A. Tilton

GAT:det

cc: Fort Bend County Commissioner Precinct #1
cc: Fort Bend County Commissioner Precinct #2
cc: Fort Bend County Commissioner Precinct #3
cc: Fort Bend County Commissioner Precinct #4
cc: Fort Bend County Judge Jodie Stavinoha

24

BID ITEM: DIESEL FOR FORT BEND COUNTY AND DRAINAGE DISTRICT

BID NUMBER: 87-35

02315

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'405'$category

0032

VENDOR NAME	BID PRICE
~~ARROW INTERNATIONAL~~	
BERNSHADSEN OIL CO.	
BOSSE OIL COMPANY	
CIRCLE OIL CO.	
~~DUB MILLER FORD, INC.~~	
~~DUP'S INC.~~	
ESSEX OIL COMPANY	
~~FABRICATORS, INC.~~	
GALVESTON OIL, INC.	
~~GULF BUTANE COMPANY~~	
~~HYDROTEK, INC.~~	
~~INDUSTRIAL AIR TOOL TEXAS CITY~~	
~~J & D INDUSTRIES~~	
JONES OIL, INC.	
~~KING BEARING, INC.~~	
MAJOR BRAND OIL OF HOUSTON INC ✓	.0394
MIKE KROLCZYK, INC.	
~~PARKWAY RESEARCH CORP.~~	
~~S.R.T. ENTERPRISES~~	
SOUTHWESTERN PETROLEUM CORP.	
~~STANDARD LABORATORIES, INC.~~	
SUGAR LAND BULK OIL CO. ✓	.0493
~~TELR EQUIPMENT~~	
TEXACO REFINING & MARKETING	
TEXAS GULF GAS CORP.	
~~WAUKESHA PEARCE INDUSTRIES,INC~~	
STAVINOHA'S TIRE SHOP	

24

BID ITEM: GASOLINE FOR FORT BEND COUNTY AND DRAINAGE DISTRICT

BID NUMBER: 87-34

02316

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
´405´$category

0032

VENDOR NAME	BID PRICE
~~ARROW INTERNATIONAL~~	
BERNSHAUSEN OIL CO.	
BOSSE OIL COMPANY	
CIRCLE OIL CO.	
~~DUB MILLER FORD, INC.~~	
~~DUP'S INC.~~	
ESSEX OIL COMPANY	
~~FABRICATORS, INC.~~	
GALVESTON OIL, INC.	
~~GULF BUTANE COMPANY~~	
~~HYDROTEX, INC.~~	
~~INDUSTRIAL AIR TOOL TEXAS CITY~~	
~~J & B INDUSTRIES~~	
JONES OIL, INC.	
~~KING BEARING, INC.~~	
MAJOR BRAND OIL OF HOUSTON INC ✓	.0394/.0394/.0294
MIKE KROLCZYK, INC.	
~~PARKWAY RESEARCH CORP.~~	
~~S.K.Y. ENTERPRISES~~	
SOUTHWESTERN PETROLEUM CORP.	
~~STANDARD LABORATORIES, INC.~~	
SUGAR LAND BULK OIL CO. ✓	0.0493/.0493
~~TELR EQUIPMENT~~	
TEXACO REFINING & MARKETING	
TEXAS GULF GAS CORP.	
~~WAUKESHA PEARCE INDUSTRIES, INC~~	
STAVINOHA'S TIRE SHOP	

AS PER ORIGINAL

25
02317

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

AS PER ORIGINAL

0032

On this the 11th day of May, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge _____

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 _____

Commissioner, Precinct 3 Alton B. Pressley

Commissioner, Precinct 4 Bob Lutts

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

[signature]
County Auditor

Date: 11 May 1987

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

AS PER ORIGINAL

BE IT REMEMBERED That on this 11TH day of MAY, 1987 Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
STANLEY KUCHERKA	COUNTY ENGINEER

When the following were had and the following orders were passed to wit:

1. MR. LARRY DUNBAR, ESPEY-HUSTON & ASSOCIATES, INC., RE: REPORT ON FORT BEND COUNTY MASTER DRAINAGE STUDY:

   Larry Dunbar representing Espey-Huston presented the first report (Oyster Creek Watershed) on the Fort Bend County Master Drainage Study. (Recorded in minutes in full)

2. REVIEW DRAINAGE DISTRICT'S MONTHLY REPORT:

   The Drainage District's monthly report for April 1987 was discussed.

3. ADJOURNMENT:

   Drainage District Board adjourned at 11:50 a.m., Monday, May 11, 1987.

Drainage
2

COUNTY OF FORT BEND

Drainage District

02319

Stanley L. Kucherka, Jr. P.E., Chief Eng. & Mgr.
Daniel E. Gerken, P.E., First Asst. Eng.
Mark A. Vogler, Asst. Eng.

AS PER ORIGINAL

0032

P.O. Box 1028
Rosenberg, Texas 77471

3417 Avenue F
Phone: 342-2863

MONTHLY REPORT
APRIL, 1987

The primary method used for the removal of vegetation from channels during April was shredding. This was done on a total of forty-one (41) streams. Some of these included Fairchilds Creek, several Snake Creek laterals, Townewest ditches and Ditch "H".

Six (6) ditches received herbicide applications of Dowpon. The targeted pest was cattail. Herbicide applications were curtailed during April because of cool temperatures early in the month combined with dry weather conditions. These conditions had most vegetation in a near dormant state, therefore rendering herbicides ineffective.

Seeding efforts continued on Buffalo Creek, Dry Creek and Rabbs Bayou. The dry conditions required that extensive watering be done.

The District's bridge crew worked on a variety of projects during April. Work began on another bridge across Rabbs Bayou while one (1) new low-water crossing was installed and another was lengthened on Buffalo Creek. On Willow Fork of Buffalo Bayou lateral V-A-3 a watergate was replaced and an existing bridge was repaired. A new bridge was also installed to replace an existing structure on Means Ditch near Pilcik Road.

The Northwest 41 dragline continued on the excavation of Buffalo Creek. A total of seventeen thousand two hundred (17,200) cubic yards of spoil dirt was removed.

The Cow Creek project continued with the Northwest 9570 dragline excavating nineteen thousand (19,000) cubic yards.

The excavation of Stafford Run Creek also continued. The Linkbelt LS-98 dragline dug seven thousand two hundred (7,200) cubic yards.

Shirley Construction Company continued on the excavation of Rabbs Bayou. They dug fifty-eight thousand four hundred (58,400) cubic yards. Work is now approaching U. S. Highway #59.

Rebel Contractors also continued their work on Lower Oyster Creek. They dug fifty-nine thousand one hundred (59,100) cubic yards.

The following charts show projects that were worked on and the equipment used during April, 1987.

HEAVY EQUIPMENT REPORT

1.	Buffalo Creek I-B-3	
	Caterpillar D-6 Bulldozer	4/1-4/9, 4/22-4/30
	Northwest 41 Dragline	4/1-4/30
2.	Coon Creek II-B-3	
	Linkbelt LS-2800 Excavator	4/7-4/8
3.	Cow Creek II-A	
	Northwest 9570 Dragline	4/1-4/30
4.	Dry Creek II-B-2	
	Champion Motor Grader	4/1-4/23
	Fiat Allis FG-85 Motor Grader	4/23-4/24
	Fiat Allis FD-16 Bulldozer	4/1-4/9
	Linkbelt LS-2800 Excavator	4/1-4/2, 4/9-4/22
5.	East Bernard Ditch I-G	
	Champion Motor Grader	4/24
6.	Jackson Ditch	
	Fiat Allis FD-20 Bulldozer	4/1-4/3
7.	Jones Creek Lateral II-E-1	
	Koehring K-305 Dragline (Precinct #3)	4/13-4/16
8.	Means Ditch	
	Rapier NCK-305 Dragline	4/30
9.	Rabbs Bayou II-D	
	Caterpillar D-6 Bulldozer	4/10-4/21
	Ruston Bucyrus RB-22 Dragline	4/1-4/3
	Linkbelt LS-128 Dragline	4/1-4/30
	Caterpillar D-6 Bulldozer (Precinct #4)	4/10-4/13, 4/16-4/30
	Linkbelt LS-2800 Excavator	4/3
	Fiat Allis FD-30 Bulldozer	4/1-4/30
	Fiat Allis FD-20 Bulldozer	4/1-4/7, 4/29-4/30
	International TD-25 Bulldozer	4/1-4/30
	Rapier NCK-305 Dragline	4/1-4/27
	Fiat Allis FD-20 Bulldozer	4/6-4/30
10.	Snake Creek I-C	
	Linkbelt LS-2800 Excavator	4/8-4/9
11.	Snake Creek Lateral I-C-4	
	Champion Motor Grader	4/29-4/30
	Fiat Allis FG-85 Motor Grader	4/27-4/30

12. Stafford Run Creek II-K-1
    Linkbelt LS-98 Dragline 4/1-4/30

AS PER ORIGINAL

13. Willow Fork of Buffalo Bayou Lateral V-A-3
    Rapier NCK-305 Dragline 4/28-4/29

SHREDDER REPORT

AS PER ORIGINAL

1. Pecan Bend
   517 — 4/1-4/2

2. Brazos River Lateral II-QQ
   156 — 4/30
   243 — 4/30

3. Briscoe Ditch II-GG
   117 — 4/15-4/21, 4/24
   156 — 4/20-4/22, 4/27
   243 — 4/20-4/27

4. Buffalo Creek Lateral I-B-3-d
   120 — 4/29
   123 — 4/22-4/29
   152 — 4/22-4/29

5. Buffalo Creek Lateral I-B-3-k
   130 — 4/14-4/20
   514 — 4/14-4/15
   518 — 4/14-4/16

6. Cedar Creek I-B
   130 — 4/23-4/30
   514 — 4/27-4/30
   518 — 4/24-4/29

7. Cedar Creek Lateral I-B-6
   120 — 4/30

8. Coon Creek II-B-3
   107 — 4/1-4/3
   512 — 4/1-4/6

9. Covington Woods Ditch
   113 — 4/2-4/10
   128 — 4/9-4/10
   513 — 4/2-4/10

10. Cottonwood Creek II-B-24
    127 — 4/1-4/2

11. Ditch B-1
    142 — 4/2-4/14
    157 — 4/2-4/14

12. Ditch B-1-c
    111 — 4/14-4/23
    121 — 4/14-4/30
    515 — 4/28

13. Ditch "H"

106	4/16-4/23
122	4/16-4/30
124	4/30
230	4/28-4/30
515	4/29-4/30

14. Dry Branch I-E

120	4/2-4/6
123	4/2-4/6
152	4/1-4/6

15. Dry Creek II-B-2

112	4/24-4/30
118	4/24-4/30
230	4/27
512	4/24-4/27

16. Fairchilds Creek II-B-10

107	4/9-4/22
127	4/7-4/23
512	4/9-4/16, 4/22-4/23

17. Fairchilds Creek Lateral II-B-10-b

107	4/30
229	4/30
512	4/30

18. Fairchilds Creek Lateral II-B-10-g

107	4/29-4/30
127	4/29-4/30
229	4/28-4/30
512	4/29-4/30

19. Gapp Slough II-B-10-a

142	4/15-4/30
157	4/15-4/30
515	4/22-4/27

20. Johnson Industries Ditch

117	4/13-4/15
156	4/13-4/16
243	4/13-4/15

21. Mound Creek I-A

120	4/10-4/21
123	4/10-4/21
152	4/10-4/21

22. Mustang Creek IV

111	4/1-4/8
121	4/1-4/8
515	4/1-4/6

02325

0032

23. Rabbs Bayou II-D

111	4/9-4/13
121	4/9-4/13
515	4/9-4/16

24. San Bernard River Lateral I-L

130	4/1-4/2
518	4/1-4/2

25. Seabourne Creek II-B-4

153	4/7-4/8
512	4/8, 4/20-4/21
517	4/6-4/20

AS PER ORIGINAL

26. Snake Creek Lateral I-C-2

130	4/23
514	4/20-4/24
518	4/20-4/33

27. Snake Creek Lateral I-C-3

130	4/14
514	4/14
518	4/14

28. Snake Creek Lateral I-C-4

130	4/7-4/13
514	4/7-4/13
518	4/7-4/13

29. Snake Creek Lateral I-C-5

130	4/2-4/7, 4/13
514	4/3-4/7, 4/13
518	4/2-4/7, 4/13

30. Snake Creek Lateral I-C-6

120	4/8-4/9
123	4/8-4/9
152	4/8-4/9

31. Snake Creek Lateral I-C-6-a

120	4/7
123	4/7
152	4/6-4/7

32. Snake Creek Lateral I-C-6-a-1

120	4/8
123	4/8
152	4/8

33. Sugarland Industrial Ditch II-DD

156	4/27-4/29
243	4/27-4/29

34.	Sugar Mill Ditch	
	128	4/13-4/14
	513	4/13
35.	Texas Instruments Ditch	
	117	4/1-4/9
	156	4/1-4/8
	243	4/1-4/8
36.	Theater Ditch	
	112	4/23-4/24
	117	4/21
	118	4/23
37.	Townewest Ditches	
	113	4/27-4/30
	115	4/27-4/30
	156	4/23-4/24
	513	4/24-4/30
38.	Turkey Creek I-D	
	120	4/1
	123	4/1
	514	4/1
39.	Turkey Creek Lateral I-D-2	
	120	4/1
	123	4/1
	514	4/1
40.	Willow Fork of Buffalo Bayou V-A-6	
	113	4/13-4/24
	115	4/21-4/24
	513	4/14-4/21
41.	W.K.M. Ditch	
	117	4/13
	156	4/9
	243	4/9

02327

0032

SPRAYER REPORT

1.	Ditch "B"	
	242	4/21
2.	Ditch B-1	
	126	4/20-4/21
3.	Ditch B-1-a	
	242	4/20
4.	Ditch B-1-b	
	242	4/21
5.	Gapp Slough	
	119	4/1-4/9
	124	4/1-4/9
	242	4/1-4/9
6.	Mustang Creek IV	
	230	4/1

02327 A
0032

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 4, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.2231

ENDING WITH
FILM CODE NO. VOL.0032 PG.2327

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

02327B
0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4 DAY OF JUNE, 19 87.

STARTING WITH VOLUME NUMBER 0032 PAGE NUMBER 2328.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 18, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meeting of May 11, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Mr. Harold Kennedy, Attorney-at-law, re: water damage to client's property.

6. Consider approval of agreement between Fort Bend County and Lance Roof Inspection Service, Inc. for repairs to Courthouse roof.

7. Consider approval of pay application #1 in the amount of $19,399 to Drymalla Construction Co. and $155.19 to Chris DiStefano for work completed to date on Precinct 1 Buildings C & D.

8. Consider granting exemption to competitive bid requirements of Art. 2368-a.5(7), V.A.T.S. due to requirement to purchase captive replacement parts (caterpillar engine) for Precinct 4.

9. Advertise for bids for data processing equipment.

10. Accept bids for the following: (1) Gasoline for Fort Bend County & Fort Bend County Drainage District (#87-34); (2) Diesel for Fort Bend County & Fort Bend County Drainage District (#87-35); (3) One or more new pneumatic hydraulic road packers for Fort Bend County (#87-32).

11. Authorize the purchase of one new emulsion storage tank for Precinct 3 (bid #87-33).

12. Accept rebate check in the amount of $30 from Monroe Auto Equipment Co. for Precinct 2, Road & Bridge.

13. Meet in Closed Session to discuss litigation regarding Seabourne Creek drainage, as authorized by Art. 6252-17, Sec. 2 (e), V.T.C.S., and take action if necessary.

14. 1:30 p.m. - Open bids for the following: (1) Cleaning supplies & paper products (#87-37); (2) Weed, brush and insect control materials (#87-38).

15. Approve bills.

16. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
MAY 14 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, May 14, 1987 at 3:00 p.m. by J. Andrews.

REGULAR SESSION

BE IT REMEMBERED That on this 18TH day of MAY, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

With Judge Stavinoha absent for vote.

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF MAY 11, 1987:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve meeting of May 11, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve line item transfer for CONSTABLE PRECINCT 3. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Denham voting no, it is ordered to approve out-of-town travel request for the following departments:

District Attorney
County Clerk
Commissioner Precinct 1,2,3 & 4
Constable Precinct 3
County Treasurer
County Court at Law #1
County Engineer
County Judge
Emergency Management
District Clerk

5. MR. HAROLD KENNEDY, ATTORNEY-AT-LAW, RE: WATER DAMAGE TO CLIENTS PROPERTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to cancel due to Mr. Harold Kennedy not appearing before the Court.

4

02330

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure October 25,1987

Date of Return October 27,1987

Purpose of Trip: County Judges and Commissioners of Texas Annual Meeting

Places to be Visited: San Antonio, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Airline

Name

May 18,1987
Date

Commissioner-Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02331

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure July 29,1987

Date of Return July 30,1987

Purpose of Trip: TAC Post-Legislative Conference

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

May 18,1987
Date

Commissioner-Precinct #1
Title

* *

Approved: Commissioners' Court

JPP
County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02332

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Johnnie Pustka

Period: Date of Departure July 10,1987

Date of Return July 14,1987

Purpose of Trip: Attend 52 nd Annual 1987 NACO Conference

Places to be Visited: Indianapolis, Indiana

Mode of Transportation (State whether by personal auto, airline, etc.) Airline

Name

May 18,1987
Date

Commissioner, Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02333

RECEIVED
MAY 12 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

ROBERT PARKER

SAL GAMBINO

Period: Date of Departure THURSDAY JUNE 4

Date of Return SUNDAY JUNE 7

Purpose of Trip: JUSTICE OF THE PEACE AND CONSTABLES ASSOCIATION OF TEXAS CONFERENCE

Places to be Visited: SAN ANTONIO, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO

Name

5-11-87
Date

CONSTABLE PCT. #3
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons:~~

Mark Price (to attend in place of Larry Wagenbach)**

Period: Date of Departure May 20, 1987

Date of Return May 22, 1987

Purpose of Trip: to attend Texas Attorney General's Conference on Open Records and Open Meetings; Austin, Texas ** please note above change

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Name

Date

Criminal District Attorney

Title

* *

Approved: Commissioners' Court

County Judge

5-18-87

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02335

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 13 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

BEN G. DENHAM

Period: Date of Departure May 18, 1987

Date of Return May 22, 1987

Purpose of Trip: NACE ACTION & TRAINING GUIDES FOR LOCAL ROADS - A&M

~~ATTORNEY GENERAL'S OPEN MEETINGS/OPEN RECORDS CONFERENCE - AUSTIN~~

Places to be Visited: A&M - COLLEGE STATION

~~[illegible]~~

Mode of Transportation
(State whether by personal
auto, airline, etc.) Personal Auto

Ben G. Denham
Name

5/18/87
Date

Commissioner Pct. #2
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

5/1187 ps

02336

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 12 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Period: Date of Departure 07/27/87

Date of Return 07/30/87

Purpose of Trip: Conference

Places to be Visited: Austin, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal auto

Kathy Wynson
Name

05/11/87
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

County ~~Judge~~

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02337

RECEIVED
MAY 15 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Melvin L. Speed

Period: Date of Departure June 2,1987

Date of Return June 6,1987

Purpose of Trip: Attend State Division Of Emenergency Management Workshop.

Places to be Visited: San Angelo, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Vehicle

Melvin L Speed
Name

May 15,1987
Date

Emergency Management Coordinator
Title

Budgeted item for 1987

* *

Approved: Commissioners' Court

JPP
County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02338

RECEIVED
MAY 15 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Melvin L. Speed

Period: Date of Departure June 17,1987

Date of Return June 19,1987

Purpose of Trip: Attend Class at Divission Of Emergency Management on drawing on volunteer help, and where to find it.

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Vehicle

Melvin L. Speed
Name

May 15,1987
Date

Emergency Management Coordinator
Title

Funded through Federal and State funds, no cost to county.

Approved: Commissioners' Court

County ~~Judge~~

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02339

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Jodie E. Stavinoha, Stanley L. Kucherka, Jr., Dan Gerken, Johnnie Pustka, Ben Denham, Alton Pressley, Bob Lutts

Period: Date of Departure 6/3/87

Date of Return 6/5/87

Purpose of Trip: To attend public hearing on Big Creek in Austin (before Texas Water Commission).

Places to be Visited: Texas Water Commission

Mode of Transportation (State whether by personal auto, airline, etc.) County vehicle; personal vehicle

Stanley L. Kucherka, Jr., P.E.
Name

5-18-87
Date

Drainage District Manager/Engineer
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02340

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ronald Drachenberg

Charles Glen Crocker

Period: Date of Departure 6/15/87

Date of Return 6/18/87

Purpose of Trip: To attend seminar - "New & Revised Concepts From AASHTO" in Austin, TX

Places to be Visited: (same as above - Austin)

Mode of Transportation (State whether by personal auto, airline, etc.) County vehicle

Stanley L. Kucherka, Jr., P.E.
Name

Drng Dist Mgr/County Engineer
Title

Date

* *

Approved: Commissioners' Court

County ~~Judge~~

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02341

COUNTY OF FORT BEND

RECEIVED
MAY 18 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure JULY 28, 1987

Date of Return JULY 30, 1987

Purpose of Trip: 1987 TAC POST-LEGISLATIVE CONFERENCE: Examine recent statutory revisions by the Texas Legislature

Places to be Visited: HYATT REGENCY-TOWN LAKE, AUSTIN, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL CAR

Glory Ketelsen
Name

5-15-87
Date

District Clerk
Title

* *

Approved: Commissioners' Court

JP
County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02342

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 14 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure May 27,1987

Date of Return May 30, 1987

Purpose of Trip: Texas Probate Workshop

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Thomas R. Culver III
Name

5/13/87
Date

Judge, County Court At Law No. 1
Title

* *

Approved: Commissioners' Court

County Judge

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

0701

02343

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Jane Marines
Doris Wolf

Period: Date of Departure July 29

Date of Return July 30

Purpose of Trip: TAC Post-Legislative Conference

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) auto

Dianne Wilson
Name

5-18-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County ~~Judge~~

5-18-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

6. CONSIDER APPROVAL OF AGREEMENT BETWEEN FORT BEND COUNTY AND LANCE ROOF INSPECTION SERVICE, INC. FOR REPAIRS TO COURTHOUSE ROOF:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement between Fort Bend County and Lance Roof Inspection Service, Inc. for repairs to courthouse roof. Funds to come from Permanent Improvement Fund.

7. CONSIDER APPROVAL OF PAY APPLICATION #1 IN THE AMOUNT OF $19,399 TO DRYMALLA CONSTRUCTION CO. AND $155.19 TO CHRIS DISTEFANO FOR WORK COMPLETED TO DATE ON PRECINCT 1 BUILDING C & D:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve pay application #1 in the amount of $19,399 to Drymalla Construction Co. and $155.19 to Chris DiStefano for work completed to date on Precinct 1 Building C & D. (Recorded in minutes in full)

8. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BID REQUIREMENTS OF 2368-a.5(7), V.A.T.S. DUE TO REQUIREMENT TO PURCHASE CAPTIVE REPLACEMENT PARTS (CATERPILLAR ENGINE) FOR PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to grant exemption to competitive bid requirements due to requirement to purchase captive replacement parts (caterpillar engine) for Precinct 4.

9. ADVERTISE FOR BIDS FOR DATA PROCESSING EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for data processing equipment.

10. ACCEPT BIDS FOR THE FOLLOWING: (1) GASOLINE FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT (#87-34); (2) DIESEL FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT (#87-35); (3) ONE OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKERS FOR FORT BEND COUNTY (#87-32):

Accept bids for gasoline for Fort Bend County & Fort Bend County Drainage District:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, with Commissioner Denham voting no, Commissioner Pustka voting no, motion is lost, to award bid to Major Brand Oil for gasoline for 6 month period.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Court finds that the best bid be awarded to MAJOR BRAND OIL CO. for gasoline for a 6 month period effective June 1, 1987 for Fort Bend County & Fort Bend County Drainage District in the amount of .0394 regular leaded, .0394 regular unleaded, .0294 premium unleaded. (Recorded in minutes in full)

Accept bids for diesel for Fort Bend County & Fort Bend County Drainage:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to MAJOR BRAND OIL CO. for diesel in the amount of .0394 for diesel for a 6 month period effective June 1, 1987 for Fort Bend County & Fort Bend County Drainage District and include a letter from Henley & Associates Insurance regarding the bid bond. (Recorded in minutes in full)

#6

02345

AS PER ORIGINAL

0032

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT made and entered into by and between FORT BEND COUNTY, TEXAS, hereinafter referred to as "County" and LANCE ROOF INSPECTION SERVICE, INC., hereinafter referred to as "Lance".

WHEREAS, the County desires to repair the roof on the Fort Bend County Courthouse located at 400 Jackson, Richmond, Texas; and,

WHEREAS, the County desires to hire Lance as a consultant and inspector of the repairs to the roof on the Fort Bend County Courthouse; and,

WHEREAS, Lance desires to assist the County in the repairs to the roof on the Fort Bend County Courthouse as a consultant and inspector of the repairs:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. It is understood and agreed by the parties that Lance shall prepare a written set of specifications to include all aspects of repairs to copper roofing and flashing; and Lance shall prepare a written set of specifications for repairs and/or roofing of the slate roofed areas and built-up roofing areas.

a. The specifications shall be prepared and forwarded to Commissioners' Court of Fort Bend County no later than thirty (30) days from the date County approves this agreement.

b. After Commissioners' Court approves the specifications, the bids on all repairs and/or reroofing shall be let pursuant to Fort Bend County bid policies and the laws of the State of Texas. The County's Purchasing Department will conduct the bid process.

c. Lance shall receive a fee of $1,500.00 for the drafting of the said specifications and assisting in the bid selection of a contractor(s) to perform the repairs and/or reroofing, as set forth in the specifications.

2. It is understood and agreed that Lance shall secure the services of Mr. Bill Hearn to oversee the repairs on the copper roofing and flashings.

a. As far as permissible by law, Mr. Hearn may hold a prebid conference with contractors to review the scope of work and answer questions.

b. Mr. Hearn will spend the first day on the job when actual work on the repairs commences and will make a final inspection when the copper work is complete. Thereafter, he shall submit a written certification to County that the work is completed.

c. 2 a and b of this paragraph constitutes three (3) trips to Fort Bend County, and Mr. Hearn's fee shall be $1,000.00 per trip, totalling a maximum total owing of $3,000.00, regardless of how many additional times it will be reasonably necessary for Mr. Hearn to visit the job site.

3. It is understood and agreed that Lance will furnish a well qualified, full time, roof inspector at the Fort Bend County Courthouse during all times that roof work is in progress by a contractor or any subcontractor.

a. The inspector shall oversee and inspect all construction.

b. The inspector shall see that the specifications are strictly followed by the contractor and subcontractors, and that all materials are installed in accordance with the plans, specifications, and quality workmanship.

c. The inspector will see that the specified materials are delivered to the job in good condition and stored properly.

d. The inspector will draft a written report daily with a copy being promptly forwarded to the County Judge of Fort Bend County.

4. It is understood and agreed that Lance will certify the requests for payments by the contractor, prior to Fort Bend County paying for same.

5. It is understood and agreed that Lance will certify the completion of the contract.

6. In consideration for overseeing, inspecting and certifying completion of the contract, Lance shall receive the total sum of $1,200.00 per week until the repairs are fully and completely made; provided, however, in no event shall the time period exceed that provided in the bid specifications for time to complete the work.

a. The inspector will work whenever the contractor works, including weekends, overtime, and holidays at the flat fee stated hereinabove.

b. Lance will not charge the County extra for expenses and no credit will be given for inclement days when the contractor cannot work.

7. Neither party to this contract shall assign the contract, nor any interest herein, without the written consent of the other party.

8. Lance shall not enter into subcontracts for any of the services provided for in this agreement.

9. It is agreed by the parties that at all times and for all purposes hereunder, Lance is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find Lance an employee of the County, and Lance shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

10. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule

or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

11. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, provided, however, it is understood and agreed the specifications and bid documents used to secure a contractor into this matter shall be incorporated herein and made a part hereof for all purposes the same as if they were fully and completely set out herein.

12. In providing all services pursuant to this contract, Lance shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitled the County to terminate this contract immediately upon delivery of written notice of termination to the Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

COUNTY JUDGE OF FORT BEND COUNTY

by: Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

Date:

Date: 5-18-87

ATTEST:

Dianne Wilson

Dianne Wilson
County Clerk

LANCE ROOF INSPECTION SERVICE, INC.

by: John A. Lance

John A. Lance Jr., President

#7

RECEIVED
MAY - 6 1987
COUNTY JUDGE

02349
0032

AS PER ORIGINAL

INVOICE ITEMS FOR COURT AGENDA Monday, May 18, 1987:

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: May 5, 1987

RE: #1 - Contractor's Application for Payment #1
#2 - Architect's Supervision Fee

PROJECT: FORT BEND COUNTY PRECINCT 1, BLDG. C & D

#1: Drymalla Construction Application for Payment #1 in the amount of $19,399.00

#2: Architect's Supervision fee: $155.19
(19,399 x 4% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer
Commissioner Johnnie Pustka

ASPER ORIGINAL 02350 0032

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Bend County Commissioners Court
P.O. Box 368
Richmond, Texas 77469

PROJECT: Complete Construction of Bldg. "C" & "D"
Fort Bend Co. Prect. #1
Maintenance Facility
Crabb, Texas

APPLICATION NO: 1

PERIOD TO: 4/29/87

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): Drymalla Construction Co., Inc.
P.O. Box 698
Columbus, Texas 78934

VIA (ARCHITECT): Christopher Di Stefano & Associates, Inc.
2500 CityWest Blvd., Suite #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO: 8504 "A"

CONTRACT FOR:

CONTRACT DATE: 3/9/87

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DRYMALLA CONSTRUCTION COMPANY, INC.

By: W. R. Spence II Date: 4-29-87

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 129,500.00
2. **Net change by Change Orders** ..... $
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 129,500.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 20,420.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 5 % of Completed Work $ 1,021.00
   (Column D + E on G703)
   b. ___ % of Stored Material $
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 1,021.00
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 19,399.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ -0-
8. **CURRENT PAYMENT DUE** ..... $ 19,399.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 110,101.00
   (Line 3 less Line 6)

State of: TEXAS County of: COUNTY
Subscribed and sworn to before me this 29 day of April ,19 87
Notary Public: Patricia Ann Sanders
My Commission expires: 12/30/89

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 19,399.00
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: Chris Di Stefano Date: 5-5-87

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AS PER ORIGINAL 02351

PROJECT: FORT BEND CO. PRECINCT #1, CRABB, TEXAS PROJECT # 2546 APPLICATION # 1

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED CURRENT	TOTAL COMPLETED & STORED	% COM-PLETE	BALANCE TO FINISH	RETAINAGE
1.	General Conditions	$14,000.00	$0.00	$7,000.00	$7,000.00	50	$7,000.00	$350.00
2.	Site Work	1,000.00	0.00	800.00	800.00	80	200.00	40.00
3.	Drilled Footings	1,500.00	0.00	1,500.00	1,500.00	100	0.00	75.00
4.	Foundation Building C	1,900.00	0.00	0.00	0.00	0	1,900.00	0.00
5.	Foundation Building D	28,000.00	0.00	0.00	0.00	0	28,000.00	0.00
6.	Metal Building C	23,000.00	0.00	0.00	0.00	0	23,000.00	0.00
7.	Metal Building D	35,000.00	0.00	0.00	0.00	0	35,000.00	0.00
8.	Reinforcing Steel	10,500.00	0.00	10,500.00	10,500.00	100	0.00	525.00
9.	Painting	7,500.00	0.00	0.00	0.00	0	7,500.00	0.00
14.	Electrical	6,200.00	0.00	620.00	620.00	10	5,580.00	31.00
15.	Fencing	900.00	0.00	0.00	0.00	0	900.00	0.00
TOTAL		$129,500.00	$0.00	$20,420.00	$20,420.00		$109,080.00	$1,021.00

May 18, 1987

TO: The Honorable Commissioners'
Court of Fort Bend County

Judge Stavinoha,	County Judge
Johnnie Pustka,	Commissioner Pct. 1
Ben Denham,	Commissioner Pct. 2
Alton B. Pressley,	Commissioner Pct. 3
Bob Lutts,	Commissioner Pct. 4

FROM: Chuck Miller
Director of Data Processing

RE: Bid Request May 18, 1987

I would like permission to advertise for bids for the following item:

twelve(12) block mode terminals to connect to our
Hewlett-Packard System.

The estimated cost of these terminals is $11,000 in total.

Money is available in the Data Processing budget to pay for them.

Thank you,

Chuck Miller

Chuck Miller
Director of Data Processing

CWM/ch

GASOLINE FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID #87-34

COMPANY	BID PRICE (+ OR -) OPIS PAD 3 AVERAGE FOR HOUSTON, TX. REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Major Brand Oil Co.	+.0394	+.0394	+.0294
Sugar Land Bulk Oil Co.	+.0493	+.0493	+.0493

AS PER ORIGINAL

02354 10/2

0032

DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID #87-35

COMPANY	BID PRICE (+ OR -) OPIS PAD 3 AVERAGE FOR HOUSTON, TX. #2 DIESEL	
Sugar Land Bulk Oil	+.0493	Meets specs; however take exception to Bill of Lading requirement. See attached.
✓ Major Brand Oil Co.	+.0394	Does not meet specs no bid bond submitted.

AS PER ORIGINAL

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
Fort Bend County Purchasing Dept.	87-35	4 - 20 - 87	3	4

The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order number issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchasing Order.

All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

Vendor delivery vehicles shall meet or exceed all applicable EPA and OSHA rules and standards.

Fort Bend County reserves the right to add or delete delivery locations as needed.

DOCUMENTATION: The County will be invoiced for net gallons delivered adjusted to 60 degrees Fahrenheit. All deliveries shall be accompanied by an original copy of the refinery manifest (reproduced copies are unacceptable). The Bill of Lading must be identifiable as to the refinery or common carrier pipeline terminal. Deliveries from any other source will be rejected. Any transport arriving without proper paperwork will not be allowed to unload.

INSURANCE: Bidder must provide proof of liability insurance in the minimum of $100,000/$300,000/$100,000.

PERFORMANCE BOND: A Performance Bond in the amount of $50,000.00 must be furnished by successful bidder within 13 calander days after date of award of bid; failure to do so will automatically cancel award and the next low bidder will be awarded the contract.

CONTRACT CANCELLATION: Shortages, failure to deliver or failure of product to meet specifications will be cause for cancellation of contract by Fort Bend County. Fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting [illegible] Bend [illegible] right to cancel this contract at any time with [illegible] days [illegible]

PROJECTED REQUIREMENT FOR 12 MONTHS:

No. 2 Diesel	401,322 gallons

The fuel usage quantity listed is estimated for a one year period. Fort Bend County does not estimate that this amount will be purchased.

02356

AS PER ORIGINAL

0032

May 11, 1987

Sugar Land Bulk Oil Co.
P. O. Box 133
Sugar Land, TX 77487

Fort Bend County
Purchasing Department
500 Jackson
Richmond, TX 77469

Dear Sir,

Due to the large number of small capacity, County owned, storage tanks it will be necessary to make some deliveries from our bulk loading facility located in Sugar Land. This is due to the high cost of transporting small quantities of fuel from pipeline terminals located in Houston. All fuel entering the Sugar Land Bulk Plant is received via company truck in approximately 9,000 gallon lots. The only bill of lading that will be available to the County for shipments out of the Sugar Land Bulk Plant will be for the most recent transport shipment received by the Bulk Plant. Only one original bill of lading will be provided to the county. And for any subsequent deliveries made out of the same transport shipment, a copy of the original will be provided. All gallons will be temperature corrected at the time of loading at our Bulk Plant.

We welcome the County to inspect our Sugar Land Bulk Plant and the fuels in our storage tanks at any time. If this type of delivery is unacceptable to the County, then please advise what adjustments would be acceptable.

Sincerely,

Andrew S. Leach

To Tom Massey
Major Brand Oil of Houston, Inc.
2151 Greens Road
Houston, Texas 77032

HENLEY and ASSOCIATES
P. O. BOX 680008
HOUSTON, TEXAS 77268
(713) 320-2010

AS PER ORIGINAL

10/2

02357

REGARDING: Trinity Universal Insurance Company - Bid Bond

DATE: May 15, 1987

0032

Attached is Bond for Bid # 87-35 to Fort Bend County for 401,322 gallons of No. 2 Diesel.

This got put to the back of the file in error. I apologize for the oversight and any inconvenience it has caused. Should you have any questions or need anything further, please do not hesitate to call.

Thank you,

Mindy Bock

Mindy Bock

The Trinity Companies

Dallas, Texas 75201

AS PER ORIGINAL

0032

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint

NORMAN HENLEY OR GAIL ROWLETT - SPRING, TEXAS

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby, in amounts or penalties not exceeding the sum of

FIVE HUNDRED THOUSAND AND NO/100 Dollars ($ 500,000.00)

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Bid or proposal bonds where estimated contract price exceeds the amount stated herein.
2. Open Penalty Bonds.
3. Bonds where Attorney(s)-in-Fact, appear as a party at interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 15TH day of APRIL 19 87.

JUDITH E. FAGAN, CORP. SECRETARY-VICE PRES. JAMES G. DRAWERT, PRESIDENT

AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

CERTIFICATION OF POWER ATTORNEY

I, Judith E. Fagan, Corp. Secretary of **TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY** and **TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify** that the foregoing Resolution of the Boards of Directors of these Corporations, and the **Power Attorney** issued pursuant thereto, are **true and correct and are still in full force and effect.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 11th day of May, 19 87.

SEAL SEAL

JUDITH E. FAGAN, CORP. SECRETARY

B-3896
REV. 3-82

Accept bids for one or more new pneumatic hydraulic road packers for Fort Bend County:

Postponed

11. AUTHORIZE THE PURCHASE OF ONE NEW EMULSION STORAGE TANK FOR PRECINCT 3 (BID #87-33):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid to PRECO MACHINERY for one new emulsion storage tank for Precinct 3 in the amount of $7,250. (Recorded in minutes in full)

12. ACCEPT REBATE CHECK IN THE AMOUNT OF $30 FROM MONROE AUTO EQUIPMENT CO. FOR PRECINCT 2, ROAD & BRIDGE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept rebate check in the amount of $30.00 from Monroe Auto Equipment Co. for Precinct 2 and re-budget into Repair & Parts.

RECESS:

Commissioners' Court recessed at 11:15 a.m.

13. MEET IN CLOSED SESSION TO DISCUSS LITIGATION REGARDING SEABOURNE CREEK DRAINAGE, AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), V.T.C.S., AND TAKE ACTION IF NECESSARY:

Met in Closed Session.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to draft a proper resolution and forward to the City of Rosenberg stating that until Big Creek and Seabourne Creek are improved to handle additional flow that no additional water be added to the existing flow. Also that the city assist Fort Bend County in obtaining pending permits from state and federal agencies on Big Creek and Seabourne Creek improvements.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

14. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) CLEANING SUPPLIES & PAPER PRODUCTS (#87-37); (2) WEED, BRUSH AND INSECT CONTROL MATERIALS (#87-38):

Open bids for cleaning supplies & paper products:

The following bids were presented to Commissioners' Court for review.

A) ALLSTATE CHEMICAL CORP.
B) BANNER LABS, INC.
C) BRAWNER PAPER CO.
D) CENTURY PAPERS, INC.
E) GULF COAST PAPER, INC.
F) MALTZ PAPER & CHEMICAL, INC.
G) S.K.Y. ENTERPRISES
H) PEEL PAPER CO.
I) AIRWICK PRODUCTS
J) ROSENBERG JANITORIAL SUPPLY

BID ITEM: CLEANING SUPPLIES AND PAPER PRODUCTS

BID NUMBER: 87-37

02360

FT. BEND COUNTY VENDOR LIST (NAME ONLY)

'485'$category

0032

VENDOR NAME	BID PRICE
ABAR SUPPLY CO., INC.	
ACME CLEANING EQUIPMENT, INC.	
ALLSTATE CHEMICAL CORP. ✓	
AMERI-CHEM	
ARATEX SERVICES, INC.	
ARCHEM, INC.	
ARROW INTERNATIONAL	
BANNER LABS, INC. ✓	
BEST UNIFORM SUPPLY CO.	
BID SOURCE, INC.	
BRADY ASSOCIATES	
BRAWNER PAPER COMPANY ✓	
CENTURY PAPERS, INC. ✓	
CERTIFIED LABS	
CLEVELAND COTTON PRODUCTS	
COIT DRAPERY & CARPET CLEANERS	
DYNATEK CHEMICALS	
E & H MANUFACTURING & SUPPLY	
FIRST AMERICAN BUILDING MAINT.	
FT. BEND OFFICE SUPPLY	
GARDNER RESTAURANT SUPPLY	
GLAZIER FOOD COMPANY	
GULF COAST PAPER, INC. ✓	
GULF CHEMICALS COMPANY	
HIGH-RISE SERVICES	
HUNTINGTON LABORATORIES SW, IN	
INDUSTRIAL AIR TOOL TEXAS CITY	
JORAL COMPANY	
KATY-MASON HOME CENTER	
MALTZ PAPER & CHEMICAL, INC. ✓	
METRO SHADE & FLOOR CO.	
MOFFETT'S CARPET CARE	
NATIONAL AMERICAN SALES	
NATIONAL CHEMSEARCH	
NATIONAL LABORATORIES	
NATIONWIDE PAPERS	
PARKWAY RESEARCH CORP.	
PEN-ROYAL INDUSTRIES, INC.	
PUBLIC HEALTH EQUIPMENT	
PURITAN/CHURCHILL CHEMICAL CO.	
R-R PAPER & INDUSTRIAL SUPPLY	
RESTAURANT SUPPLY WAREHOUSE	
S.K.Y. ENTERPRISES ✓	
[illegible]	
SERVI[illegible]	
SHARE CORP	
SILVER & ASSOCIATES	
STANDARD LABORATORIES, INC.	
STAR SALES SERVICE, INC.	
SYSCO FOOD SERVICES, INC.	
Peel Paper Co ✓	
Airwick Products ✓	
Rosenberg Janitorial Supply ✓	

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'485'$category

02361

VENDOR NAME	BID PRICE
TEXAS CORRECTIONAL INDUSTRIES	
THE GLOVE COMPANY	
THOMAS COOK & CO.	
TOTAL CHEMICAL SPECIALTIES	
UNITED LABORATORIES	
WHITE SWAN, INC.	
WOOD CHEM SANITARY MAINTENANCE	
PREMIUM SUPPLY	
EL CAMPO SPRAYING	
MOORE PAPER	
BASIC PRODUCTS	

0032

Open bids for weed, brush and insect control materials:

The following bids were presented to Commissioners' Court for review.

A) BANNER LABS, INC.
B) DAMON FARM - RANCH
C) EL CAMPO SPRAYING SERVICE
D) GOLDTHWAITE'S OF TEXAS, INC.
E) HELENA CHEMICAL COMPANY
F) NATIONAL CHEMSEARCH
G) NEIDERHOFER CHEMICAL CO.
H) S.K.Y. ENTERPRISES
I) SEED & TURF, INC.
J) SOUTH COAST ENTERPRISES
K) TIDE PRODUCTS, INC.
L) VAN WATERS & ROGERS

15. APPROVE BILLS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

16. ADJOURNMENT:

Commissioners' Court adjourned at 1:55 p.m. Monday, May 18, 1987.

BID ITEM: WEED, BRUSH AND INSECT CONTROL MATERIALS 02363

BID NUMBER: 87-38 AS PER ORIGINAL

PAGE NO. 1

FT. BEND COUNTY VENDOR LIST (NAME ONLY)

'180'$category

0032

VENDOR NAME	BID PRICE
ACME CLEANING EQUIPMENT, INC.	
ACTION CLEANING EQUIPMENT CO.	
ALLSTATE CHEMICAL CORP.	
AMERI-CHEM	
ARCHEM, INC.	
ARROW INTERNATIONAL	
ATEC INDUSTRIAL SUPPLY CO.	
BANNER LABS, INC. ✓	
BASE-SEAL, INC.	
BID SOURCE, INC.	
BRADY ASSOCIATES	
C & L SUPPLY CO.	
CANTER OFFICE EQUIPMENT	
CENTURY PAPERS, INC.	
CERTIFIED LABS	
CHEM CARE	
CHEM-SPRAY, INC.	
CHIEF PEST CONTROL	
CITY FARMER	
DAMON FARM - RANCH ✓	
DIXIE CHEMICAL COMPANY	
DUB MILLER FORD, INC.	
DYNATEK CHEMICALS	
E & H MANUFACTURING & SUPPLY	
EL CAMPO SPRAYING SERVICE ✓	
GOLDTHWAITE'S OF TEXAS, INC. ✓	
GULF CAOST PAPER, INC.	
GULF CHEMICALS COMPANY	
HELENA CHEMICAL COMPANY ✓	
HUNTINGTON LABORATORIES SW, IN	
HYDROMULCH INC.	
J & B INDUSTRIES	
JOHN G. REED	
JONES OIL, INC.	
JORAL COMPANY	
L & A PRODUCTS OF HOUSTON, INC	
MALTZ PAPER & CHEMICAL, INC.	
MOFFETT'S CARPET CARE	
MOORE PAPER CO.	
NATIONAL AMERICAN SALES	
[illegible] ✓	
[illegible]	
NATIONWIDE PAPERS	
NIEDERHOFER CHEMICAL CO. ✓	
PARKWAY RESEARCH CORP.	
PREMIUM SUPPLY CO., INC.	
PUBLIC HEALTH EQUIPMENT	
PURITAN/CHURCHILL CHEMICAL CO.	
R-R PAPER & INDUSTRIAL SUPPLY	
REDWOOD CHEMICAL, INC.	
E. B. J., Inc	

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'180'$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
S.K.Y. ENTERPRISES ✓	
SCHNEIDERS POLICE SUPPLY	
SEED & TURF, INC. ✓	
SHARE CORP	
SHEPLER EQUIPMENT CO., INC.	
SILVER & ASSOCIATES	
SOUTH COAST ENTERPRISES ✓	
SOUTHWESTERN PETROLEUM CORP.	
STANDARD LABORATORIES, INC.	
SYSCO FOOD SERVICES, INC.	
TIDE PRODUCTS, INC. ✓	
TOTAL CHEMICAL SPECIALTIES	
UNITED LABORATORIES	
VAN WATERS & ROGERS ✓	
VEGETATION MANAGEMENT, INC.	
W & W SALES & LEASING CO.	
WOOD CHEM SANITARY MAINTENANCE	
ROSENBERG JANITORIAL	
ABAR	
BRAWNER PAPER	

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

AS PER ORIGINAL

On this the 18th day of May, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner _____, Seconded by Commissioner _____, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

Joyce Tompkins
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

02365 A
0032

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 4, 19 87.

STARTING WITH
FILM CODE NO. VOL.0032 PG.2328

ENDING WITH
FILM CODE NO. VOL.0032 PG.2365

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

023658

32

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF JULY, 1987.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 02366.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 1, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meeting of May 18, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Sheriff Gus George, re: (1) request approval of Billy W. Baugh, David Joubert, Kenneth R. Meker & Roy B. Rios as reserve deputies; (2) accept check in the amount of $67.50 from Alfonso Quintero as payment for impounded livestock; (3) authorize payment of $30 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock.

6. Mr. Sam Dick, District Attorney, re: accept donation of furniture & equipment.

7. Mr. Roman Bohachevsky, County Librarian, re: accept gift from Mrs. Virginia Wehring in memory of Wallace Wehring.

8. Consider accepting bid on new emergency message recording system (487-31).

9. Consider proposal by Fair Association for addition to ~~ticket~~ Fair office.

10. Mr. David Hall, Lamar High School Agriculture Dept., re: use of fairgrounds for rodeo in March ~~'87~~ '88

11. Marsha Gaines, Tax Assessor/Collector, re: (1) approval of refund in the amount of $1,313.16 to Northwest Bank & Trust; (2) approval of dealer bonds for Michael R. Calvert, M & J Motors Inc. & Jay Davis, J & M Motors Inc.; (3) presentation of 1987 preliminary appraisal roll.

12. Consider passing resolution assuring the Texas Dept. of Health that Fort Bend County has sufficient assets to properly operate and close proposed landfill site.

13. Consider approval of contract and partial payment of fringe benefits for County Health Dept. nurse's salary funded by State grant.

14. Consider request from City of Rosenberg for approval of 1987 Fort Bend Summer Recreation Program.

15. Consider request from Precinct 2 to dispose of wrecked 1983 ½-ton pickup.

16. Advertise for bids for slurry mix application for Fort Bend County.

17. Consider participation in the State Capitol's sidewalk restoration project.

18. Accept reimbursement check for materials from City of Needville to Precinct 2.

19. Approve issuance of $80,000,000 revenue bonds by Southeast Texas Housing Finance Corp. to finance 1987 Single-Family Mortgage Loan Program.

20. Consider approval of resolution in support of establishing a Texas National Guard Armory within Fort Bend County.

21. Consider approval of contract for engineering services on 5th Street (Stafford) water project.

22. Consider application from United Texas Transmission to lay a pipeline under Maranatha Dr. in Precinct 4.

CONTINUED

AS PER ORIGINAL

23. Consider application from Southwestern Bell Telephone to lay cable under South Waterlake Dr. and South Waterlily Dr. and along Canal in Precinct 3.

24. Consider application from City of Houston to run a water line across Ditch B-1 in Precinct 2.

25. Accept bids on the following: (1) One or more new pneumatic hydraulic road packer (#87-32); (2) Cleaning supplies & paper products (#87-37); (3) Weed, brush & insect control materials (#87-38).

26. Withdraw award of bid #87-20 from Hall Chevrolet, authorize purchase on open market, and request District Attorney to seek remedies for cost difference from bid price.

27. Meet In Closed Session to discuss the following: (1) Personnel - Drainage District Engineer; (2) Land - FM-762 right-of-way; as authorized by Article 6252-17, Sec. 2 (f&g), V.T.C.S.; and take action, if necessary.

28. Consider authorizing amendment to Juvenile Probation budget as requested by Juvenile Board.

29. Authorize advertising for bids for truck lift for Vehicle Maintenance Dept.

30. Approve fee officers' monthly reports.

31. 1:30 p.m. - Open bids for the following: (1) Inmate coveralls/uniforms (#87-39); (2) Photographic equipment (#87-40); (3) Toxic vapor vent hood & cabinetry for latent fingerprint processing equipment (#87-41).

32. 1:45 p.m. - Drainage District Board will convene (separate agenda posted

33. Recess until 1:30 p.m. Wednesday, June 3rd to open General Contract bids for the complete construction of the Fort Bend County Courthouse Annex II, to be located in Richmond, Texas.

34. Approve bills.

35. Adjournment.

FILED FOR RECORD
TIME 4:10 A.M. P.M.
MAY 28 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, May 28, 1987 at 4:20 p.m. by N. Landry.

02368

AS PER ORIGINAL

0032

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JUNE 1, 1987
1:45 O'CLOCK P.M.

1. Take necessary action to acquire remaining right-of-way on Rabbs Bayou.

2. Consider accepting drainage easement on Hoggs Bayou from Dr. Jerry Argovitz and Dr. Adam Wolski.

3. Adjournment.

FILED FOR RECORD
TIME 4:10 A.M. P.M.
MAY 28 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, May 28, 1987 at 4:20 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 1ST day of JUNE, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF MAY 18, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of May 18, 1987 with corrections to page 1, #1.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfers in budget for CHILD SUPPORT and JUSTICE OF PEACE 2, PL.2. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to abstain, Commissioner Pustka voting no and Judge Stavinoha voting yes, it is ordered to approve out-of-town travel request for the following department with the exception of JUSTICE OF PEACE PRECINCT 2, PLACE 2. (Recorded in minutes in full)

LIBRARY
JUVENILE PROBATION
COMMISSIONER PRECINCT 3
DRAINAGE DISTRICT

5. SHERIFF GUS GEORGE, RE: (1) REQUEST APPROVAL OF BILLY W. BAUGH, DAVID JOUBERT, KENNETH R. MEKER & ROY B. RIOS AS RESERVE DEPUTIES; (2) ACCEPT CHECK IN THE AMOUNT OF $67.50 FROM ALFONSO QUINTERO AS PAYMENT FOR IMPOUNDED LIVESTOCK; (3) AUTHORIZE PAYMENT OF $30 TO DEP. RONALD STASNEY AS REIMBURSEMENT FOR THE FEEDING & CARING OF IMPOUNDED LIVESTOCK:

Request approval of Billy W. Baugh, David Joubert, Kenneth R. Meker & Roy Rios as reserve deputies:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Billy W. Baugh, David Joubert, Kenneth R. Meker & Roy Rios as reserve deputies. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of _____, 1987, at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

J.P. Pct #2 DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050 0020 0201	0201	0200	380.00
1050 0020 0200	0201	0200	(380.00)

DATE: 6-1-87

DEPARTMENT HEAD: Gary Trahrickson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

5

02371

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987 0032

On this the 1ST day of June, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
CHILD SUPPORT 14			
PROPERTY & EQUIPMENT	380.00	630.00	250.00
OFFFICE SUPPLIES	10,148.00	10,398.00	(250.00)

DATE: 5-27-87

DEPARTMENT HEAD: Elizabeth J. LaVoie

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

4
02372

0032

COUNTY OF FORT BEND

RECEIVED
JUN 1 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ronald Drachenberg

Period: Date of Departure June 11, 1987

Date of Return June 13, 1987

Purpose of Trip: To attend Texas State Plane Coordinate Workshop @ Austin, TX

Places to be Visited: (same as above)

Mode of Transportation (State whether by personal auto, airline, etc.) county vehicle

Stanley L. Kucherka, Jr., P.E.
Name

5/22/87
Date

Drainage Dist. Mgr/Co. Engineer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6-1-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02373
0032

RECEIVED
MAY 27 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied by the following persons:~~

Alton B. Pressley

Period: Date of Departure August 4, 1987

Date of Return August 6, 1987

Purpose of Trip: 6th Annual Governmental Insurance Conference

Places to be Visited: Austin, TX.

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

[signature]
Name
Alton B. Pressley

May 26,1987
Date

County Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

6-1-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

RECEIVED
MAY 27 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

1) Mary Phillips
2) Marcie Hall
3) Rose Hernandez
4) La Rue Hilson

Period: Date of Departure June 1, 1987

Date of Return June 4, 1987

Purpose of Trip: Intermediate Juvenile Probation Course

Places to be Visited: San Antonio, Texas 78207
La Quinta Motel, 900 Delaware - 512-271-0001
$53.00 a double (2 doubles) (3 nights)

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Dennis R. McGee
Name

May 20, 1987
Date

Chief Juvenile Probation Officer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6-1-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02375
0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
MAY 26 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Roman S. Bohachevsky

Period: Date of Departure June 27, 1987

Date of Return July 2, 1987

Purpose of Trip: American Library Association Annual Conference

Places to be Visited: San Francisco, California

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Roman S. Bohachevsky
Name

5-26-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

County Judge

6-1-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

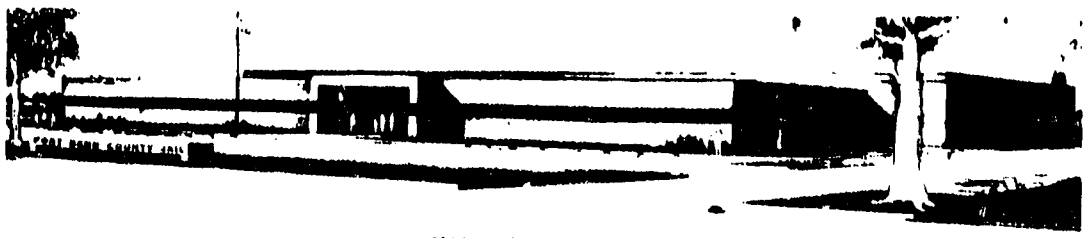
AS PER ORIGINAL

5(1)

02376

0032

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

May 21, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

We request the following item be placed on the Commissioners' Court Agenda for Monday, June 1, 1987.

> Approve appointments of Billy W. Baugh, David Joubert, Kenneth R. Meker, and Roy B. Rios as Reserve Deputies with the Fort Bend County Sheriff Department.

This office has completed an extensive background check on the above individuals and recommends appointment. Mr. Richard Selleh, Personnel Director has also completed a check on these individuals and concurs with our recommendation.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Mr. Richard Selleh, Personnel Director
Mr. Jed Walzel, Reserve Chief Deputy
Chief Perry Hillegeist, Chief Deputy
Dianne Wilson, County Clerk

02377

AS PER ORIGINAL

0032

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

May 20, 1987

Sheriff Gus George
1410 Ransom Road
Richmond, Texas 77469

Dear Sheriff George:

The Personnel Department has completed work history and personal reference checks on Mr. Billy Wayne Baugh, Mr. David Joubert, Mr. Kenneth Ray Meker, and Mr. Roy B. Rios and we have no problem with them joining your department as reserve officers.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

cc: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Accept check in the amount of $67.50 from Alfonso Quintero as payment for impounded livestock and authorize payment of $30 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept check in the amount of $67.50 from Alfonso Quintero as payment for impounded livestock and authorize payment of $30 to Dep. Ronald Stasney as reimbursement for the feeding & caring of impounded livestock. (Recorded in minutes in full)

6. MR. SAM DICK, DISTRICT ATTORNEY, RE: ACCEPT DONATION OF FURNITURE & EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve donation of furniture and equipment valued at $900.00 from Fluor Daniel Company and Chevron Company valued at $1,210.00. (Recorded in minutes in full)

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: ACCEPT GIFT FROM MRS. VIRGINIA WEHRING IN MEMORY OF WALLACE WEHRING:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept gift from Mrs. Virginia Wehring valued at $300.00 as presented by Roman Bohachevsky, Librarian, in memory of Wallace Wehring.

8. CONSIDER ACCEPTING BID ON NEW EMERGENCY MESSAGE RECORDING SYSTEM (#87-31):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best and low bid be awarded to LANIER for new emergency message recording system in the amount of $28,668. (Recorded in minutes in full)

Bid award protested by representatives of Dictaphone Corp. due to Lanier not meeting spec.

Lanier representative stated for the record that the equipment does meet all specs as required.

9. CONSIDER PROPOSAL BY FAIR ASSOCIATION FOR ADDITION TO FAIR OFFICE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve proposal by Fair Association for addition to fair office.

Leroy Partham representing the Fair Association request approval of additional office space (20'x 24') to Bldg. C at no cost to the county.

10. MR. DAVID HALL, LAMAR HIGH SCHOOL AGRICULTURE DEPT., RE: USE OF FAIRGROUNDS FOR RODEO IN MARCH '88:

Cancel

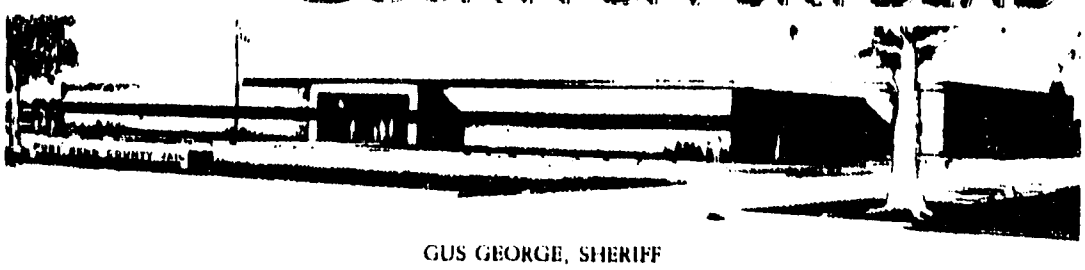
11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) APPROVAL OF REFUND IN THE AMOUNT OF $1,313.16 TO NORTHWEST BANK & TRUST; (2) APPROVAL OF DEALER BONDS FOR MICHAEL R. CALVERT, M & J MOTORS INC. & JAY DAVIS, J & M MOTORS INC.; (3) PRESENTATION OF 1987 PRELIMINARY APPRAISAL ROLL:

5(2) & (3)

AS PER ORIGINAL 02379

0032

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

May 26, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item(s) be included on the Commissioners' Court Agenda for Monday, June 1, 1987.

1) Accept check in the mount of $67.50 from Alfonso Quintero as payment for impounded livestock and rebudget into the General Fund.

2) Authorize payment of $30.00 to Deputy Ronald L. Stasney as reimbursement for the feeding and caring of impounded livestock.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

QUOTATION

From Deputy Ronald L. Stasney

To Fort Bend County

AS PER ORIGINAL 02380

Inquiry No. 103 0032

Date 05/20/87

Terms

Prices quoted are F.O.B.

Delivery

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
One (1)	Sorrel Stud Horse (Catch Fee)	$37.50	$37.50
Three (3)	Care and Shelter of Horse at $10.00 per day For Three (3) Days	10.00	30.00
	Total		$67.50

TOPS FORM 3448 LITHO IN U S A

By Ronald Stasney 3166 of #264

6

02381

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

May 25, 1987

The Honorable Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Fort Bend County, Texas

Dear Sirs:

Please consider for acceptance to the Criminal District Attorney's office property inventory the following items donated to my office by the designated donors:

2 five-drawer lateral files (black metal) $ 900.00
2 42' x 36' walnut formica bookcases

donated by Fluor Daniel Company to Fort Bend County Criminal District Attorney's office.

3 executive chairs
4 floor mats $ 1210.00
2 visitor chairs
2 file cabinets
1 metal shelf
1 secretarial chair
1 table

donated by Chevron Company through Sheriff Gus George of the Fort Bend County Sheriff's Department. These items to be donated to the Fort Bend County Criminal District Attorney's office.

Thank you for your consideration of this request.

Sincerely,

Sam W. Dick

SWD/bd

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

81

PURCHASE OF ONE (1) OR MORE NEW EMERGENCY MESSAGE RECORDING SYSTEMS WITH OR WITHOUT TRADE-IN
BID #87-31

COMPANY	BID PRICE	PRICE GUARANTEE	DELIVERY	BID BOND SUBMITTED
*LANIER ✓ 28,668	~~$29,998.00~~	90 days	45 days	Bid Bond
DICTAPHONE CORP.	$31,254.50	90 days	60 days	Cashier's Check
SECURITY COMMUNICATIONS	$30,166.00	DOES NOT MEET SPECIFICATIONS		

*LOWEST BIDDER WHO CERTIFIED THAT HIS BID MET SPECIFICATIONS.

29,998
− 1 300 Calculation error
28,668

AS PER ORIGINAL 0032

022382

AS PER ORIGINAL 02383

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NO.	NO. OF PAGE
Fort Bend County Purchasing Department	87-31	4 - 13 - 87	1	12

INVITATION FOR BIDS
(EXPIRES: 31 DECEMBER 1987)

0032

Sealed bids subject to the Terms and Conditions of this Invitation For Bids and the accompanyi Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, for furnishing the supplies and/or services described in the accompanying schedule, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M. APRIL 27 1987 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this form in its entirety. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, do not telephone the Purchasing Department.

PURCHASE OF ONE (1) OR MORE NEW EMERGENCY MESSAGE RECORDING SYSTEM WITH OR WITHOUT TRADE-IN.

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Use attached mailing label on your envelope when submitting bid.

Do not telephone the Purchasing Department about bid results. All bidders, successful and otherwise will be notified by letter.

A Bid Bond in the amount of 5% of the total amount of the bid must be submitted with the bid. Bid Bonds may be issued by any surety company licensed to do business in the State of Texas, or a Cashier's Check. Cashier's Checks will be returned to unsuccessful bidders on request. Bid Bond from successful bidder shall become a Performance Bond.

PLEASE COMPLETE THE FOLLOWING:

TOTAL BID PRICE, INCLUDING DELIVERY AND INSTALLATION $ 29,998 F.O.B. FORT BEND COUNTY, EMS, ROSENBERG, TEXAS.

DELIVERY AND INSTALLATION WILL BE COMPLETED WITHIN 45 CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR 90 CALENDAR DAYS.

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID X DOES ____ DOES NOT MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BID:
HDM Lanier Business Products Inc. 10535 Rockley #100 Houston, Texas 77099	Harold D Murphy April 27, 1987	
TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER: Harold Murphey 498-8884 Vice President	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER: Gary Chevalier 498-8884 Account Representative	

FBCPA FORM 103 (30 MAR 87)

AS PER ORIGINAL 02384

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NO.	NO. OF PAGES
Fort Bend County Purchasing Department	87-31	4 - 13 - 87	1	12

INVITATION FOR BIDS
(EXPIRES: 31 DECEMBER 1987)

0032

Sealed bids 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, for furnishing the supplies and/or services described in the accompanying schedule, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M., APRIL 27 1987 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this form, in its entirety. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, do not telephone the Purchasing Department.

PURCHASE OF ONE (1) OR MORE NEW EMERGENCY MESSAGE RECORDING SYSTEM WITH OR WITHOUT TRADE-IN.

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Use attached mailing label on your envelope when submitting bid.

Do not telephone the Purchasing Department about bid results. All bidders, successful and otherwise will be notified by letter.

A Bid Bond in the amount of 5% of the total amount of the bid must be submitted with the bid. Bid Bonds may be issued by any surety company licensed to do business in the State of Texas, or a Cashier's Check. Cashier's Checks will be returned to unsuccessful bidders on request. Bid Bond from successful bidder shall become a Performance Bond.

PLEASE COMPLETE THE FOLLOWING:

TOTAL BID PRICE, INCLUDING DELIVERY AND INSTALLATION $ 31,254.50 F.O.B. FORT BEND COUNTY, EMS, ROSENBERG, TEXAS.

DELIVERY AND INSTALLATION WILL BE COMPLETED WITHIN 60 CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR 90 CALENDAR DAYS.

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID XX (DOES) ____ (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BID:
DICTAPHONE CORPORATION 9000 Jameel, Suite 190 Houston, TX 77040	Jim Cessnun	04/27/87

TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER:
Jim Cessnun Area Sales Manager (713) 462-4990	Jim Cessnun Area Sales Manager (713) 462-4990

FBCPA FORM 103 (30 MAR 87)

AS PER ORIGINAL 02385

ISSUED BY:	BID NUMBER:	DATE ISSUED:	PAGE NO.	NO. OF PAG
Fort Bend County Purchasing Department	87-31	4 - 13 - 87	1	12

INVITATION FOR BIDS
(EXPIRES: 31 DECEMBER 1987)

0032

Sealed bids subject to the Terms and Conditions of this Invitation For Bids and the accompany Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, for furnishing the supplies and/or services described in the accompanying schedule, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M APRIL 27 1987 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this for in its entirety. Use attached mailing label on your envelope when submitting bid. Successfu and unsuccessful bidders will be notified in writing, do not telephone the Purchasing Department.

PURCHASE OF ONE (1) OR MORE NEW EMERGENCY MESSAGE RECORDING SYSTEM WITH OR WITHOUT TRADE-IN.

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Use attached mailing label on your envelope when submitting bid.

Do not telephone the Purchasing Department about bid results. All bidders, successful and otherwise will be notified by letter.

A Bid Bond in the amount of 5% of the total amount of the bid must be submitted with the bid. Bid Bonds may be issued by any surety company licensed to do business in the State of Texas, or a Cashier's Check. Cashier's Checks will be returned to unsuccessful bidders on request. Bid Bond from successful bidder shall become a Performance Bond.

PLEASE COMPLETE THE FOLLOWING:

TOTAL BID PRICE, INCLUDING DELIVERY AND INSTALLATION $ 30,166.00 F.O.B. FORT BEND COUNTY, EMS, ROSENBERG, TEXAS.

DELIVERY AND INSTALLATION WILL BE COMPLETED WITHIN 45 CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR 60 CALENDAR DAYS.

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID _____ (DOES) XXXX (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

Please see cover letter with listed exclusions.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BI
Security Communications 13418 Rainbow Falls Houston, Texas 77083	Linda Larvin	April 27, 1
TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER: Linda Larvin-Customer Service Representative 933-0911	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER: Linda Larvin-Customer Service Representat 933-0911	

FBCPA FORM 103 (30 MAR 87)

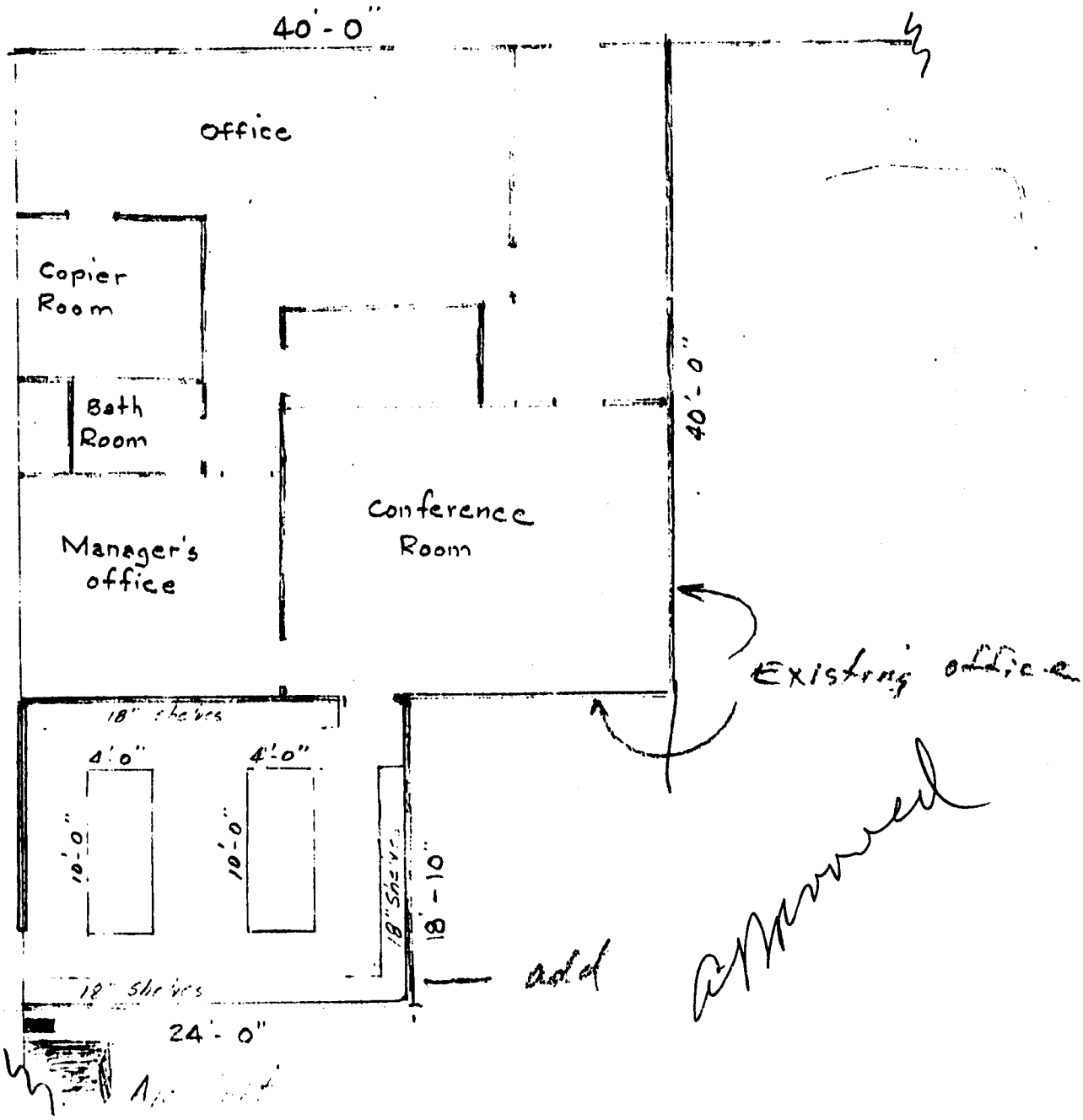
100' - 0"

AS PER ORIGINAL

02386

9

0032



Scale 1" = 10'

Approval of refund in the amount of $1,313.16 to Northwest Bank & Trust:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve refund in the amount of $1,313.16 to Northwest Bank & Trust. (Recorded in minutes in full)

Approval of dealer bonds for Michael R. Calvert, M&J Motors Inc. and Jay Davis, J&M Motors Inc.:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve dealer bonds for Michael R. Calvert, M & J Motors Inc. and Jay Davis, J & M Motors Inc.. (Recorded in minutes in full)

Presentation of 1987 preliminary appraisal roll:

Marsha Gaines, Tax Assessor/Collector presented 1987 preliminary value appraisal rolls ($ 8,618,129,961.00). (Recorded in minutes in full)

12. CONSIDER PASSING RESOLUTION ASSURING THE TEXAS DEPT. OF HEALTH THAT FORT BEND COUNTY HAS SUFFICIENT ASSETS TO PROPERLY OPERATE AND CLOSE PROPOSED LANDFILL SITE:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve RESOLUTION as presented by Stanley Kucherka, County Engineer assuring the Texas Dept. of Health that Fort Bend County has sufficient assets to properly operate and close proposed landfill site. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF CONTRACT AND PARTIAL PAYMENT OF FRINGE BENEFITS FOR COUNTY HEALTH DEPT. NURSE'S SALARY FUNDED BY STATE GRANT:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract and authorize partial payment for fringe benefits ($60.70 per month) for County Health Dept. Nurse's salary funded by State grant. (Recorded in minutes in full)

14. CONSIDER REQUEST FROM CITY OF ROSENBERG FOR APPROVAL OF 1987 FORT BEND SUMMER RECREATION PROGRAM:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to enter letter from City of Rosenberg into the court minutes regarding the 1987 Summer Recreation Program. (Recorded in minutes in full)

15. CONSIDER REQUEST FROM PRECINCT 2 TO DISPOSE OF WRECKED 1983 ½-TON PICKUP:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, to dispose of wrecked (scrap) 1983 ½-ton pickup.

Motion withdrawn.

16. ADVERTISE FOR BIDS FOR SLURRY MIX APPLICATION FOR FORT BEND COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for slurry mix application for Fort Bend County.

11/1

02388

0032

MEMORANDUM

TO: Judge Stavinoha, County Judge

FROM: Marsha P. Gaines, Tax Assessor/Collector

SUBJECT: Refund Over $500.00

DATE: May 20, 1987

refunds

Please place the following item on the commissioner's court agenda for June 1, 1987:

Refund for Northwest Bank & Trust
Value Lowered Per CAD
$1,313.16

Also, included are copies of the refund application, change order from central appraisal, original receipt, new receipt, and letter of approval from the county auditor.

If you have any further questions please contact my office.

Marsha P. Gaines

MPG/pkw

cc: County Commissioners

MAY 12 1987

02389

State Property Tax Board
Tax Refund Application 31.11(4/82)

0032

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County (Taxing Units)
Address / City, State, Zip Code: P. O. Box 399, Richmond, Tx 77469

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:
Name: Park Westheimer
Address: 333 W. Loop North Ste 100 Houston Tx 77024
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Park Westheimer S/D Blk 2 Pt Lot 2A (11.3 acres)
Address or Location of Property:
Account Number of Property: 901-6445-00-002-0000 or Tax Receipt Number: 81415

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. Ft Bend Cnty	19 86	1/27 / 19 87	$ 2156.89	$ 1313.16
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation):
VALUE LOWERED TO 217130

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Northwest Bank & Trust
Vice President
Signature Gregory F. Zak, Vice President

5/8/87
Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over $500 — Date

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than $5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed $2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

REFUND 31.11

2390

0032

AS PER ORIGINAL

OWNER NAME AND ADDRESS

R108165 (108207)
6445-00-002-0000-901
LOCAL ID:
PARK WESTHEIMER
333 W LOOP NORTH STE 100
HOUSTON, TX 77024

PROPERTY DESCRIPTION

PARK WESTHEIMER S/D , BLOCK 2, PT
LOT 2A (11.3 ACRES)

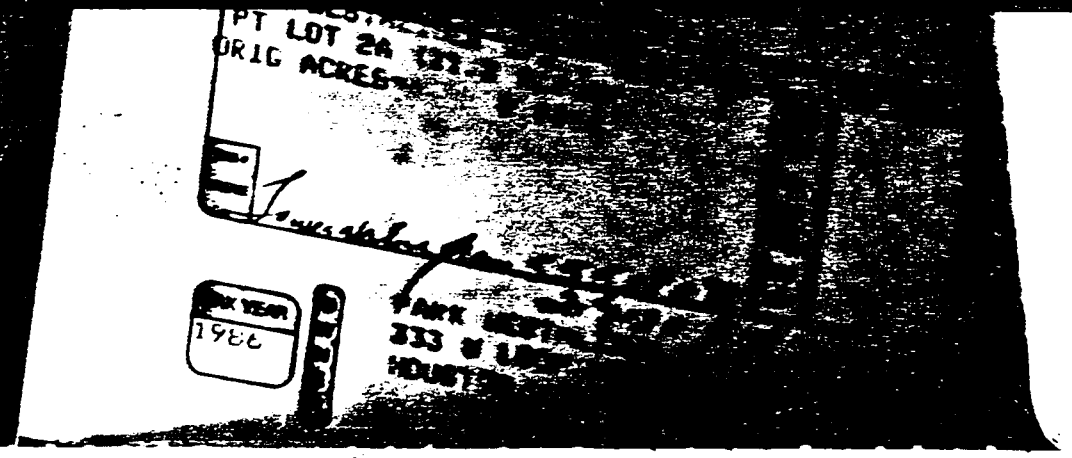
ENTITIES G01, S01, W16, D01, F01

SUPP CODE: CVAC - CHANGE VALUE & AC
13.371 ACRES SPLIT TO ACCTS
002-0010 & 002-0020 FOR 1984

EXEMPTIONS

VALUES

*****	CURRENT VALUE
LAND NHS $	217,130
ASSESSED $	217,130
TAXABLE $	217,130
*****	PREVIOUS VALU
ASSESSED $	555,080
TOTAL EX $	0
TAXABLE $	555,080
*****	GAIN OR LOSS
TAXABLE $	-337,950



AS PER ORIGINAL

void
APR 23 1987

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR FORT BEND COUNTY
P O BOX 399
RICHMOND TEXAS 77469

ORIGINAL

APR 21 1987

TAX RECEIPT

THIS IS YOUR RECEIPT KEEP IT FOR YOUR RECORDS THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS

See review value to 217130

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1986	A=REAL EST.	9047	1

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO
.901-6445-00-002-0000	81415

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS	TAX RATE	TAX AMOUNT
PARK WESTHEIMER S/D , BLOCK 2, PT LOT 2A (11.3 ACRES) ORIG ACRES= 0.0000		LAND HS / LAND NON HS: 555,080	PERSONAL / AG MARKET / AG USE	079	.3018	1,675.23
				179	.0432	239.79
				279	.0475	263.66
LOAN # =						
PREV ACCT =	DSABL			TOTAL TAX		2,178.68
pay to MPG & report	AGRI	TOTAL TAXABLE VALUE	555,080			

L004 01/27/87	DISC 1%	21.79
78353	TOTAL PAID	2,156.89

PARK WESTHEIMER
333 W LOOP NORTH STE 100
HOUSTON TX 77024

PAID BY
NORTHWEST BANK & TRUST
P O BOX ~~10730~~ 924580
HOUSTON TEXAS 77292

DATE 01/27/87 METH

PRE-DEPSTD 01/08/87
RECEIVED 12/30/86
00033947

02392 0032 AS PER ORIGINAL

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1986	A=REAL EST.	9047	1

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.901-6445-00-002-0000	C 81415

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
PARK WESTHEIMER S/D , BLOCK 2, PT LOT 2A (11.3 ACRES) ORIG ACRES= 0.0000 LOWER VALUE TO 217130	HMSTD C&D HMSTD. LRFC. D.A.V. OV-65 OV-65 JR COL DSABL AGRI	LAND HS LAND NON HS 555.080 IMPR. HS IMPR. NON HS	PERSONAL AG MARKET AG USE	079 179 279	.3018 .0432 .0475	655.30 93.81 103.14
		TOTAL TAXABLE VALUE	555,080	TOTAL TAX		852.25

TLS 05/12/87	DISC	8.52
232779	TOTAL PAID	843.73

PARK WESTHEIMER
333 W LOOP NORTH STE 100
HOUSTON TX 77024

PAID BY NORTHWEST BANK & TRUST
P O BOX 924585
HOUSTON TX 77292

DATE 05/12/87 METHOD PRE-DEPSTD 01/08/87
RECEIVED 05/12/87
33947

02393

0032

JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: March 26, 1987

TO: Commissioners Court, Fort Bend County

FROM: Joyce Tompkins, County Auditor

RE: Tax Refund Check

To approve a refund for overpayment of taxes, my tax audit department requires proper documentation from the Tax Office of such over payment of taxes. This procedure is followed on a daily basis. With this documentation in hand I have approved the following amount for payment:

ACCOUNT #	PAYEE	AMOUNT
90-0180-8	Northwest Bank & Trust	$ 1313.16

JT/mp

MEMORANDUM

May 27, 1987

TO: Judge Jodie Stavinoha

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: Auto Dealer Bonds

Please place the following items on the agenda for Commissioner's Court, Monday June 1, 1987.

1. Auto Dealer Bond Number 3008 77 93T, in the amount of $20,000.00, showing Michael R. Calvert of M and J Motors, Inc. as the Principal. The dealership was formally known as Mickey Batson Pont.-Cad-GMC Trucks, Inc.

2. Auto Dealer Bond Number 3008 77 94T, in the amount of $20,000.00, showing Jay Davis of J and M Motors, Inc. as the Principal. This dealership was formally known as Mickey Batson Toyota-Subaru.

cc: Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

02395

AS PER ORIGINAL 0032

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Dealer Bond

Bond #3008 77 93T

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That MICHAEL R. CALVERT (hereinafter call the Principal), and Fidelity and Deposit Company a corporation created and existing under the laws of the State of Texas, and whose principal office is located at Baltimore, Maryland (hereinafter called the Surety), are held and firmly bound unto the TAX ASSESSOR-COLLECTOR AND/OR COUNTY JUDGE FORT BEND COUNTY, TEXAS (hereinafter called the obligee), in the full and just sum of Twenty Thousand no/100 Dollars ($20,000.00), good and lawful money of the United States of American, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators, successors and assigns, the said SURETY binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Obligee at the request of the Principal, has, or will enter into a contract with the Principal to take possession of motor vehicle license plates for the State of Texas for the purpose of selling said License plates to customers of the Principal, which contract further requires the Principal to collect, when applicable, the Motor Vehicle Sales Tax due to the State of Texas; said contract becoming a part of this bond as fully as if recited at length herein.

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall well and truly pay over and deliver all amounts due to the Obligee from sale of Texas Motor Vehicle Plates and from collection of the Motor Vehicle Sales Tax, and shall return any unsold license plates to the Obligee, then this obligation shall be null and void, otherwise to remain in full force and

COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the *bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this *bond.

*insert: *(policy, bond, annuity contract or certificate as is appropriate.)*

___ 19 87
s
y (30) days
nd Collector
the Surety,
committed

Attest:

Witness

Principal Michael R. Calvert

FIDELITY AND DEPOSIT COMPANY

Attorney-in-Fact
Francis T. Zebedeo

G1121—30M, 8-72 191114

02396

AS PER ORIGINAL

0032

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY

HOME OFFICES: BALTIMORE, MD. 21203

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect of the date thereof, do hereby nominate, constitute, and appoint Richard W. Caby, David L. Pendergast, Douglas L. Stockman, Randal S. Turner, George S. Walker, Jr., W. James Buckelew, Jr. and Francis T. Zebedeo, all of Houston, Texas, EACH.....

the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stewart R. Duke, etal, dated, June 3, 1986.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this 2nd day of February, A.D. 19 87

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL

C W Robbins — Assistant Secretary

By C M Pecot — Vice-President

FIDELITY AND DEPOSIT COMPANY

SEAL

C W Robbins — Assistant Secretary

By C M Pecot — Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 2nd day of February, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.

CAROL J. FABER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Faber — Notary Public

My commission expires July 1, 1990

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Boards of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of May, 19 87

Christopher T. Madden — Assistant Secretary

L1419a(TX)—Ol. -170

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

02397

AS PER ORIGINAL 0032

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The President, or any Executive Vice-Presidents, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY

"Article VI, Section 2. The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

02398

AS PER ORIGINAL 0032

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Dealer Bond

STATE OF TEXAS BOND #3008 77 94T

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That JAY DAVIS (hereinafter call the Principal), and Fidelity and Deposit Company a corporation created and existing under the laws of the State of Texas, and whose principal office is located at Baltimore, Maryland (hereinafter called the Surety), are held and firmly bound unto the TAX ASSESSOR-COLLECTOR AND/OR COUNTY JUDGE FORT BEND COUNTY, TEXAS (hereinafter called the obligee), in the full and just sum of Twenty Thousand no/100 Dollars ($20,000.00), good and lawful money of the United States of American, to the payment of which said sum of money, well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators, successors and assigns, the said SURETY binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS the Obligee at the request of the Principal, has, or will enter into a contract with the Principal to take possession of motor vehicle license plates for the State of Texas for the purpose of selling said License plates to customers of the Principal, which contract further requires the Principal to collect, when applicable, the Motor Vehicle Sales Tax due to the State of Texas; said contract becoming a part of this bond as fully as if recited at length herein.

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall well and truly pay over and deliver all amounts due to the Obligee from sale of Texas Motor Vehicle Plates and from collection of the Mot... all return ... tion ... and

COMPLAINT NOTICE

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the * bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this * bond.

*insert: *(policy, bond, annuity contract or certificate as is appropriate.)*

... 1987 ... , ...y (30) days ...nd Collector ... the Surety, ... committed

SIGNED, SEALED AND DATED this 8th day of May 1987.

Principal Jay Davis

Attest:

Sally Bice

Marie Kesel
Witness

FIDELITY AND DEPOSIT COMPANY

Francis T. Zebedeo
Attorney-in-Fact
Francis T. Zebedeo

G1121—30M, 8-72 191114

02399

AS PER ORIGINAL

0032

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY

HOME OFFICES: BALTIMORE, MD. 21203

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect of the date thereof, do hereby nominate, constitute, and appoint Richard W. Caby, David L. Pendergast, Douglas L. Stockman, Randal S. Turner, George S. Walker, Jr., [illegible] Ruskell, Jr. and Francis T. Zebedeo, all of Houston, Texas, EACH.....

the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stewart R. Duke, etal, dated, June 3, 1986.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this 2nd day of February, A.D. 19 87

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

FIDELITY AND DEPOSIT COMPANY

SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 2nd day of February, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.

Carol J. Faber
Notary Public

NOTARY PUBLIC BALTIMORE CITY, MD.

My commission expires July 1, 1990

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Boards of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of May, 19 87

Christopher T. Maddox
Assistant Secretary

L1419a(TX)—Cf. -170

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

02490
AS PER ORIGINAL

0032

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The President, or any Executive Vice-Presidents, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY

"Article VI, Section 2. The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

11/3

02401

0032

STATISTICAL DATA

1986 VALUE		1987 VALUE	
CERTIFIED VALUE	$8,612,250,332.00	PRELIMINARY VALUE	$8,618,129,961.00
INTANGIBLE/ ROLLING STOCK	11,482,235.00	EST. INTANGIBLE/ ROLLING STOCK	11,482,235.00
TOTAL VALUE	$8,623,732,567.00	TOTAL VALUE	$8,629,612,196.00
X 1986 TAX RATE	.3925	X 1986 TAX RATE	.3925
TAX BASE	$ 33,848,150.33	TAX BASE	$ 33,871,227.87
95% COLLECTIONS	$ 32,155,742.81	95% COLLECTIONS	$ 32,177,666.48

ACCUMULATIVE TOTALS FOR 1986 TAXES AS OF APRIL 6, 1987 ARE:

COLLECTED 91%	$ 30,838,836.99
ERRORED OFF/DOWN 2%	510,549.68
REMAINING TO BE COLLECTED 7%	$ 2,468,145.59

FORT BEND COUNTY
Proposed Schedule For Budget/Tax Procedures
Over 3 Percent With Hearings

DATE	ACTION TO BE TAKEN
April 27	Tax Assessor-Collector presented for adoption local homestead, over 65 and disability exemptions, and discounts
June 1	Tax Assessor-Collector presents preliminary 1987 tax values to County Judge
June 2	County Judge sends budget request forms to department heads
June 15	Central Appraisal District Chief Appraiser to submit proposed budget to County
June 17	Central Appraisal District Board of Directors Meeting (Budget Discussions)
June 26	Deadline for departments to return completed budget request forms to County Judge
July 13	County Judge prepares budget for 1988 calendar year Commissioner's Court meets with department heads to go over budget requests
July 15	Central Appraisal District Board of Directors Meeting
July 25	Latest date for Central Appraisal District Chief Appraiser to certify the appraisal roll to the County
August 7	Tax Assessor-Collector to publish 1987 effective tax rate
August 10	Tax Assessor-Collector to submit 1987 appraisal roll along with calculated 1987 tax rate to Commissioner's Court Tax Assessor-Collector to publish first quarter-page advertisement for public hearing on any proposed tax increase of over 3%
August 14	Notice/agenda posted 72 hours preceding public hearing on proposed tax increase - only agenda item
August 15	Central Appraisal District Board will deliver to County a resolution prescribing any different method of allocating cost of operation
August 18	Commissioner's Court to hold public hearing for proposed tax increase of over 3%
August 19	Commissioner's Court to publish second quarter-page advertisement of meeting when tax rate will be adopted Central Appraisal District Board of Directors Meeting
August 24	Commissioner's Court to hold public hearing on budget Approve budget Commissioner's Court will levy taxes for 1987 tax year/1988 budget year
September 14	Last date for Central Appraisal District directors to notify taxing units if proposed changes in number and/or method of selecting appraisal district directors is rejected
September 16	Central Appraisal District Board of Directors Meeting
September 30	Mail 1987 tax statements
October 12	Commissioner's Court to select nominees to Central Appraisal District Board and submit to County Clerk before October 15th
October 19	County Clerk to prepare ballot of Central Appraisal Board before October 20th Commissioner's Court to determine vote by resolution of nominees to Central Appraisal Board
October 21	Central Appraisal District Board of Directors Meeting
October 31	Last day to pay 1987 taxes with 3% discount
November 18	Central Appraisal District Board of Directors Meeting
November 30	Last day to pay 1987 taxes with 2% discount
December 16	Central Appraisal District Board of Directors Meeting
December 31	Last day to pay 1987 taxes with 1% discount

FORT BEND COUNTY
Proposed Schedule For Budget/Tax Procedures Under 3 Percent Without Hearings

DATE	ACTION TO BE TAKEN
April 27	Tax Assessor-Collector presented for adoption local homestead, over 65 and disability exemptions, and discounts.
June 1	Tax Assessor-Collector presents preliminary 1987 tax values to County Judge
June 2	County Judge sends budget request forms to department heads
June 15	Central Appraisal District Chief Appraiser to submit proposed budget to County
June 17	Central Appraisal District Board of Directors Meeting (Budget Discussions)
June 26	Deadline for departments to return completed budget request forms to County Judge
July 13	County Judge prepares budget for 1988 calendar year Commissioner's Court meets with department heads to go over budget requests
July 15	Central Appraisal District Board of Directors Meeting
July 25	Latest date for Central Appraisal District Chief Appraiser to certify the appraisal roll to the County
August 7	Tax Assessor-Collector to publish 1987 effective tax rate
August 10	Tax Assessor-Collector to submit 1987 appraisal roll along with calculated 1987 tax rate to Commissioner's Court
August 15	Central Appraisal District Board must deliver to County a resolution prescribing any different method of allocating cost of operation
August 19	Central Appraisal District Board of Directors Meeting
August 24	Commissioner's Court to hold public hearing on budget Approve budget Commissioner's Court will levy taxes for 1987 tax year/1988 budget year
September 14	Last date for Central Appraisal District directors to notify taxing units if proposed changes in number and/or method of selecting appraisal district directors is rejected
September 16	Central Appraisal District Board of Directors Meeting
September 30	Mail 1987 tax statements
October 12	Commissioner's Court to select nominees to Central Appraisal District Board and submit to County Clerk before October 15th
October 19	County Clerk to prepare ballot of Central Appraisal Board before October 20th Commissioner's Court to determine vote by resolution of nominees to Central Appraisal Board
October 21	Central Appraisal District Board of Directors Meeting
October 31	Last day to pay 1987 taxes with 3% discount
November 18	Central Appraisal District Board of Directors Meeting
November 30	Last day to pay 1987 taxes with 2% discount
December 16	Central Appraisal District Board of Directors Meeting
December 31	Last day to pay 1987 taxes with 1% discount

ATTACHMENT NO. 13

EVIDENCE OF FINANCIAL RESPONSIBILITY

WHEREAS, Fort Bend County (hereinafter called the County) is the owner and applicant to operate a sanitary landfill Type I on 94.7 acres described by metes and bounds in Attachment 10 of this application, and

WHEREAS, the County has sufficient assets to properly operate the site and to provide proper closure for this facility which is publicly owned, now therefore

BE IT RESOLVED by the County Commissioners' Court that:

Fort Bend County hereby evidences its assurance to the Texas Department of Health that it has sufficient assets to properly operate the site applied for and to provide for proper closure of the site.

Passed and approved this _

Commissioner, Precinct #1

Commissioner, Precinct #2

Commissioner, Precinct #3

Commissioner, Precinct #4

County Judge _____

Agenda 13/

MAY 11 1987 02405

0032

Texas Department of Health

Robert Bernstein, M.D., F.A.C.P.
Commissioner

1100 West 49th Street
Austin, Texas 78756-3199
(512) 458-7111

Robert A. MacLean, M.D.
Deputy Commissioner
Professional Services

Hermas L. Miller
Deputy Commissioner
Management and Administration

Date May 6, 1987

TDH Doc. No. C7000528

Att. No(s). 2

Walter E. Culpepper, M.D., Director
Fort Bend County Health Department
P.O. Box 668
Rosenberg, Texas 77471

Dear Doctor Culpepper:

SUBJECT Transmittal of Contract Document(s)

This communication transmits contract document(s) for the purpose indicated below. Your assistance in expediting any document requiring signature will be appreciated.

XX Signature for authorized contracting entity. on all copies and return to this office.

____ file copy of fully executed document(s)

These forms should be returned to Grants Management Division through your usual mail to the Texas Department of Health. Please contact this office at 512-458-7470 if you have any questions.

Sincerely,

Hope Teneyuque

Hope Teneyuque, Acting Director
Grants Management Division

Attachments

02406

0032

ATTACHMENT NO. 2

AS PER ORIGINAL

This Attachment constitutes an amendment to and becomes a part of that certain contract between the TEXAS DEPARTMENT OF HEALTH (RECEIVING AGENCY)

COMMUNITY AND RURAL HEALTH (PROGRAM WITHIN TDH)

and FORT BEND COUNTY HEALTH DEPARTMENT (PERFORMING AGENCY)

bearing TDH Document No. C7000528.

TERM: May 1, 1987 through August 31, 1987

SCOPE OF WORK:

This allocates funds in support of Attachment No. 1.

LEGAL AUTHORITY:

Current Appropriations Bill.

BUDGET:

Personnel	$6,600.00
Fringe Benefits	1,648.00
Travel	-0-
Equipment	-0-
Supplies	-0-
Contractual	-0-
Other	-0-
Total	$8,248.00

1650.00 Mo. Salary
442.00 Fringe Benefits
60.70
Security Benefits
Total 472.70

Financial reports are due the 20th of September and 15th of October

Total amount of this Attachment shall not exceed $8,248.00.

14

The City of Rosenberg

COUNCIL:
HENRY A. WERTHEIMER
MAYOR
WOODROW R. HIMLY
LUPE A. URESTI
LARRY WILKINSON
RANDY K. DLUHY
CARY ANDERSON
MARY ELIZABETH YARLING

02407

AS PER ORIGINAL

0032

May 8, 1987

Judge Jodie Stavinoha
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

MAY 11 198
COUNTY

Dear Judge Stavinoha:

Enclosed is a copy of the program for Fort Bend Recreation. We will forward a brochure to you next week that will describe the different activities at the various sites.

I have also included an estimated budget. As noted on the enclosed sheet, we have a fund balance of $12,471.00. Total estimated expenditures for the upcoming year are $9,460.00. Because of this surplus in funds, there will be no need for any additional contributions this year.

After the program is complete, we will evaluate the various activities of Fort Bend Recreation and decide what changes we want to make.

We ask for your approval of this Fort Bend Recreation program. If you have any questions, please feel free to call me.

Sincerely,

Ed Thatcher
J.J.

Ed Thatcher
City Manager

ET:jj

Enclosure

P. O. BOX 32 ★ 2110 FOURTH STREET ★ ROSENBERG, TEXAS 77471-0032 ★ TELEPHONE 713/342-2531

FORT BEND RECREATION
June 15 - August 7
Ages 5 - 18

Recreation Sites

Community Center/Richmond	9 am - 3 pm, Mon. - Fri.
Brazos Park/Rosenberg	9 am - 3 pm, Mon. - Fri.
Deaf Smith Playground/Richmond	9 am - 3 pm, Mon. - Fri.
Garcia Park/Rosenberg	9 am - 3 pm, Mon. - Fri.
Rosenberg Civic Center	8 am - 9 pm, Mon. - Thurs. 8 am - 5 pm, Fri.
Sunset Park/Rosenberg	9 am - 3 pm, Mon. - Fri.
Travis Park/Rosenberg	9 am - 3 pm, Mon. - Fri.

To participate, each child must purchase a recreation card for $1.00.

Activities Include:

1. Movies from Ft. Bend Library, shown at Civic Center.
2. Arts & crafts at each site weekly.
3. Games at each site weekly.
4. Bowling at Bi-City Bowling Lanes. $2.00 registration. $1.00 each time.
5. Minature golf at Bi-City Bowling Lanes. $2.00 registration. $1.00 each time.
6. Fun day each Friday at Civic Center.
7. Free swimming at Brazos pool with card on Wednesday, from 3 pm - 5 pm.

1987 Budget

Actual Beginning Fund Balance		$12,471
Less Estimated Expenditures...		
Salaries	$ 7,000	
Arts & Crafts	600	
Games & Sports Supplies	500	
Miscellaneous	500	
Administrative Fees	860	
Total Estimated Expenditures		$ 9,460
Estimated Ending Fund Balance		$ 3,011

(Continued, Page 2)

FORT BEND RECREATION

The Job Training Program Association will provide seven people to work this summer with no expense to us.

Total number of participants in 1986 = 694.

Rosenberg	300
Richmond	225
Needville	50
Beasley	15
Orchard	6
Pleak	30
Simonton	8
Thompson	15
Tara Plantation Area	25
Pecan Grove Area	20

slml.12

17. CONSIDER PARTICIPATION IN THE STATE CAPITOL'S SIDEWALK RESTORATION PROJECT:

Moved by Commissioner Pustka to deny participation in the State Capitol's sidewalk restoration project.

Motion failed.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to authorize participation in the State Capitol's sidewalk restoration project at $300.00. Funds to come from EP-16 Interest.

18. ACCEPT REIMBURSEMENT CHECK FOR MATERIALS FROM CITY OF NEEDVILLE TO PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept $22,374.06 for materials from City of Needville and rebudget into Precinct 2 year-ending balance.

19. APPROVE ISSUANCE OF $80,000,000 REVENUE BONDS BY SOUTHEAST TEXAS HOUSING FINANCE CORP. TO FINANCE 1987 SINGLE-FAMILY MORTGAGE LOAN PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve issuance of $80,000,000 Revenue Bonds by Southeast Texas Housing Finance Corp. to finance 1987 single-family mortgage loan program. Letter not to be signed prior to June 9, 1987. (Recorded in minutes in full)

20. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF ESTABLISHING A TEXAS NATIONAL GUARD ARMORY WITHIN FORT BEND COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve RESOLUTION in support of establishing a Texas National Guard Armory within Fort Bend County. (Recorded in minutes in full)

Clyde King presented the resolution on behalf of the Rosenberg/Richmond Chamber of Commerce.

21. CONSIDER APPROVAL OF CONTRACT FOR ENGINEERING SERVICES ON 5TH STREET (STAFFORD) WATER PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract with Van Sickle, Mickelson & Klein for services on 5th Street (Stafford) water project. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM UNITED TEXAS TRANSMISSION TO LAY A PIPELINE UNDER MARANATHA DR. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from United Texas Transmission to lay a pipeline under Maranatha Dr. in Precinct 4. (Recorded in minutes in full)

5/12xc: 4 Commissioners

17

TEXAS ASSOCIATION OF COUNTIES

02411

AS PER ORIGINAL

P. O. Box 2131, Austin, Texas 78768

604 United Bank, 400 W. 15th, (512) 478-8753

Sam E. Clonts, Executive Director

0032

$300 per block

May 4, 1987

RECEIVED MAY 12 1987 COUNTY

approved 6/1

The Honorable Jody Stavinoha
Fort Bend County Judge
500 Jackson, Rm. 103
Richmond, Texas 77469

Dear Judge Stavinoha:

The restoration of our State Capitol is a source of pride for all Texans.

The enclosed materials explain how every county in Texas is being offered a unique opportunity to participate in both the Capitol restoration project and also to be a permanent part of our future history by having each county's name engraved in the Great Walks of the Capitol.

The Texas Association of Counties has endorsed the "A Walk in History" project and has appointed a special Capitol Anniversary Committee. Beatrice Langehennig, County and District Clerk of Mason County will chair the committee and is joined by the following members: Honorable Joe Berry, Angelina County Commissioner and President of the North and East Texas Judges and Commissioners' Association; the Honorable Bill Young, County Judge of Dickens County and President of the County Judges' and Commissioners' Association of Texas; the Honorable Ray Cornett, Brazoria County Tax Assessor-Collector and President of the Tax Assessor-Collectors' Association of Texas; the Honorable Dick Moore, Harris County Constable and officer of the Justice of the Peace and Constables Association of Texas; the Honorable Bill Melton, President of the Texas Association of Counties.

A special section of the walks surrounding the Capitol has been reserved so that every county in Texas may be permanently recognized by name in one of the diamond shaped pavers. It is our goal to have every county in our state represented.

We regret the short notice on this project. The Texas Association of Counties Board first became aware of this project in April, but we are making an attempt to get all counties enrolled if possible. Hopefully you can take action at your next meeting of the Commissioners Court and support "A Walk in History." It will be unfortunate if every county is not represented.

TEXAS ASSOCIATION OF COUNTIES 1987 BOARD OF DIRECTORS

Bill Melton, President, Dallas County Treasurer
Joe Berry, Angelina County Commissioner
Keith Collier, Scurry County Sheriff
Beatrice Langehennig, Mason County County and District Clerk
Hunter Schuehle, Medina County Attorney
Ray Alaniz (NACo), Starr County Commissioner
Bill Young, 1st Vice President, Dickens County Judge
Win Brown, Midland County Commissioner
Ray Cornett, Brazoria County Tax Assessor-Collector
Dick Moore, Harris County Constable
Adolph Thomae, Cameron County Commissioner
Bob Eckels (NACo), Harris County Commissioner
James Dinkins, 2nd Vice President, Montgomery County J.P.
Frank Carmona, Galveston County Commissioner
Bud Cunngton, Navarro County District Clerk
Bill Rust, Travis County Auditor
Oscar Soliz (NACo), Nueces County District Clerk

An order form and specifics for participating are enclosed. Also the year your county was organized might be a meaningful addition to your paver.

We hope that you will give this your immediate attention as the deadline for receiving contributions is June 15, 1987. The walks will be restored prior to the May 16, 1988 celebration of the 100th year dedication of the Capitol building.

For additional information call Beatrice Langehennig at the Mason County Courthouse, telephone number 915/347-5253, or write P. O. Box 702, Mason, Texas 78756.

Sincerely,

Bill Melton

Bill Melton, President
Texas Association of Counties

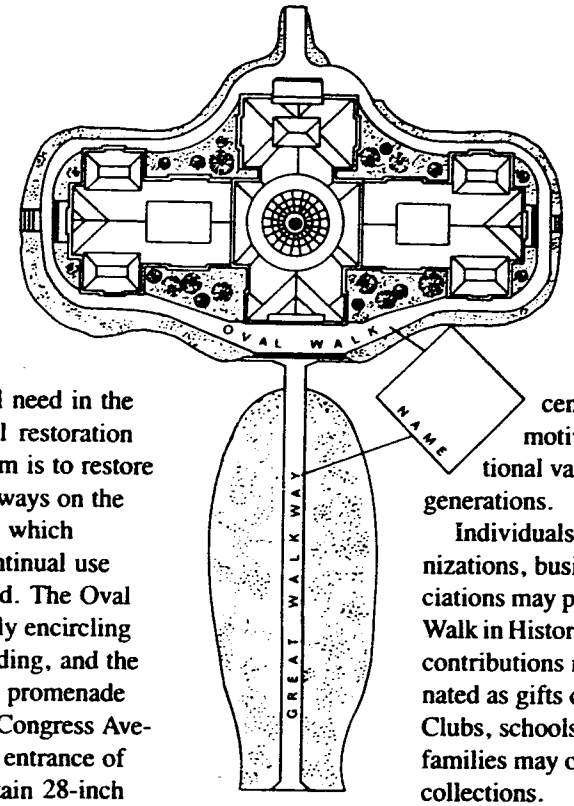
Sam E. Clonts

Sam Clonts, Executive Director
Texas Association of Counties

Beatrice Langehennig

Beatrice Langehennig
Mason County and
District Clerk

enclosures



A critical need in the Capitol restoration program is to restore two of the walkways on the Capitol grounds which weather and continual use have deteriorated. The Oval Walk, completely encircling the Capitol building, and the Great Walk, the promenade that leads from Congress Avenue to the main entrance of the Capitol contain 28-inch concrete diamond-shaped components.

These magnificent entrances to our Capitol can be restored with your help. Each diamond-shaped component in the resurfaced walkways will be etched with the name of each contributor to "A Walk in History" project. Tax deductible gifts are $300.00 each.

This unique endeavor makes it possible for a vast number of Texans from all walks of life to take part in this grand restoration and historic celebration. "A Walk in History" will serve as an enduring symbol of the spirit of 20th century Texans still motivated by traditional values of past generations.

Individuals, families, organizations, businesses and associations may participate in "A Walk in History." Personalized contributions may be designated as gifts or memorials. Clubs, schools, churches or families may organize group collections.

Each contributor will receive "A Walk in History" certificate and a locator map. A master locator map will be permanently displayed at the Capitol.

In addition, all contributors will be invited to attend the Capitol Centennial Celebration on May 16, 1988.

In order to guarantee your participation, your contribution must be received no later than June 15, 1987. Availability is limited by date of receipt.

Take this opportunity to become a permanent part of history by sending the attached form and your tax deductible contribution today.

DON'T FORGET. THE DEADLINE FOR RECEIVING YOUR CONTRIBUTION IS JUNE 15, 1987.

ORDER FORM

Name Fort Bend County

Address P. O. Box 368

c/o County Judge

City Richmond State Texas Zip 77469

Phone (Work) (713) 342-3411 (Home) _____

YES. Please reserve 1 "A Walk in History" blocks for me:

___ @ $300.00 each $ 300.00

___ Extra letters* @ $2.00 $ _____

TOTAL $ 300.00

I do wish to support the Capitol Restoration with a contribution:

$ _____

For all gifts of $10.00 or more you will receive a special publication on the Capitol and Goddess restoration.

My payment is made by:

X Check (Make payable to The Capitol Committee, Inc.)

___ Money Order

___ VISA/MasterCard # _____ - _____ - _____ - _____

Expiration date ____ - ____

Signature

Please mail your order to:

The Capitol Committee, Inc.
1507 West Sixth
Austin, Texas 78703
512-477-6499 (for additional information)

Please list name(s) as they are to appear in ½ inch letters on your block. Only one line per block. Names can be no more than 36 letters and spaces long. ***Additional letters above 20 are $2.00 per letter.** Please print.

1. FORT BEND COUNTY
   1837

2. _____

(Use additional sheet if necessary for other names.)

Acknowledge my gift(s) to:

Name _____

Address _____

City _____ State _____ Zip _____

02413
AS PER
0032

Agenda 19

02414

0032

[Letterhead of The Southeast
Texas Housing Finance Corporation]

May ___, 1987

[_____]
[_____]
[_____]
[_____]

Re: The Southeast Texas Housing Finance Corporation
1987 Single-Family Mortgage Loan Program

Dear [_____]:

As you may have heard by now, The Southeast Texas Housing Finance Corporation intends to implement its 1987 Single-Family Mortgage Loan Program, which will entail the issuance of up to $80,000,000 of the Corporation's revenue bonds. The Program is described generally in an Invitation to Participate that already has been sent to lenders who may be interested in originating mortgage loans in connection with the Program. A copy of the Invitation to Participate is enclosed to provide you with some general background data about the Program.

I am writing you because, under changes to the federal income tax laws adopted last year, the Corporation's bonds must be approved on behalf of your governmental unit before they can be issued. This approval is required as part of the so-called "TEFRA" procedures, with which you may be familiar. In order to comply with "TEFRA," the Issuer plans to hold a public hearing on June 8, 1987 beginning at 10:00 a.m. at its offices at 4620 Fairmont Parkway, Pasadena, Texas. I will provide you with a summary of the public hearing so you are apprised of any public comments.

In order to simplify the process for you, I have had the Corporation's bond counsel prepare an approval certificate that meets the requirements of the federal income tax laws. I would ask that you sign the certificate and return it to me as soon as possible after you have received the summary of the public hearing. It is important that you do not sign the certificate until after the public hearing since the tax law does not permit this. It also is important that you return the

certificate to me as soon as possible after the public hearing since it must be in hand and the bond issue closed by June 19, 1987 or the Corporation will lose its bond allocation for this year.

If you have questions, please feel free to telephone me at 713/487-8772. Thank you in advance for your cooperation.

Very truly yours,

Bill Eiland
Executive Director

Enclosures

1125J

CERTIFICATE APPROVING THE ISSUANCE OF SINGLE-FAMILY MORTGAGE REVENUE BONDS BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

WHEREAS, The Southeast Texas Housing Finance Corporation (the "Issuer"), a public nonprofit corporation organized under the laws of the State of Texas pursuant to the Texas Housing Finance Corporation Act, as amended, Tex. Rev. Civ. Stat. art. 1269l-7 to act on behalf of the counties of Austin, Brazoria, Chambers, Fort Bend, Liberty, Matagorda, Walker, Waller and Wharton, Texas and the cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, League City, Missouri City, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball, Texas (the "Local Governmental Units"), proposes to issue its limited obligation revenue bonds known as The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds (GNMA Mortgage-Backed Securities Program) in one or more series (the "Bonds") for the purpose of providing financing for owner-occupied residences through the acquisition of securities guaranteed as to payment of principal and interest by the Government National Mortgage Association and backed by home mortgage loans made with respect to residences located within the Local Governmental Units and owned and occupied by persons of low and moderate income;

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") require that, in order for interest on bonds issued to finance single-family housing to be excluded from gross income for federal income tax purposes, the issuance of such bonds must be approved by the governmental unit within which such housing is located, and other governmental units which sponsor the bond-issuing authority, after holding a public hearing where affected members of the public are allowed to present their views on the proposed bond issue;

WHEREAS, section 147(f) of the Code further provides that the issuance of such bonds shall be treated as having been approved by such governmental units if, after such public hearing, such issue is approved by the respective applicable elected representatives of such governmental units;

WHEREAS, the undersigned is the applicable elected representative for a governmental unit sponsoring the Issuer and such single-family housing will or may be located within the boundaries of such governmental unit;

WHEREAS, a public hearing was held by a representative of the Issuer at 10:00 A.M. on June 8, 1987, at the offices of

the Issuer in Pasadena, Texas, following public notice published at least fourteen days prior to such hearing, where affected members of the public were allowed to present their views on the proposed issuance of the Bonds;

WHEREAS, the undersigned hereby finds and declares that the issuance by the Issuer of the Bonds should be approved and is in the best interests of the inhabitants of the sponsoring governmental unit;

NOW, THEREFORE, ON BEHALF OF _____, (the "Applicable Unit"), I, the _____ of the Applicable Unit, HEREBY:
(governmental unit)
(title of representative)

1. Approves the issuance of the Bonds by the Issuer in an aggregate principal amount not to exceed $80,000,000;

2. Represents that this Approval is adopted for the purpose of satisfying the conditions and requirements of section 147(f) of the Code; and

3. Represents that this approval is not to be construed as (i) a representation or warranty by _____, _____, the State of Texas, the Applicable Unit, or any other political or municipal corporation or subdivision of the State of Texas, that the Bonds will be paid or that any obligations assumed by any of the parties concerned will in fact be performed; (ii) a pledge of the faith and credit of, or by the State of Texas, the Applicable Unit or any other political or municipal corporation or subdivision of the State of Texas; or (iii) a representation or warranty concerning the validity of the corporate existence of the Issuer or the validity of the Bonds.

EXECUTED this ____ day of June, 1987.

By: _____

Printed Name: _____

Title: _____

For: _____
(governmental unit)

0156U

THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION
1987 SINGLE-FAMILY MORTGAGE LOAN PROGRAM

INVITATION TO PARTICIPATE

The Southeast Texas Housing Finance Corporation (the "Issuer") plans to implement its 1987 Single-Family Mortgage Loan Program (the "Program"). Pursuant to the Program, the Issuer will issue it revenue bonds (the "Bonds") and will make the proceeds of the Bonds available to purchase from qualified lending institutions ("Lenders") fully-modified mortgage-backed securities ("GNMA Securities") guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("GNMA") and issued with respect to home mortgage loans ("Mortgage Loans") meeting specific requirements. The requirements for the Mortgage Loans, as well as other terms and conditions of the Program, will be described in detail in an Origination, Servicing and Administration Agreement (the "Origination Agreement"), the form of which will be made available to Lenders before the date by which offers to participate in the Program must be submitted to the Issuer. Selected terms and conditions of the Program (including certain requirements for Mortgage Loans) are outlined in this Invitation to Participate, but each Lender should review and understand all of the terms and conditions of the Origination Agreement before it submits an offer to participate in the Program.

It is anticipated that the Bonds will be issued in at least two series, one of which will be refunding bonds (the "Refunding Bonds") relating to a currently outstanding issue of the Issuer's bonds and the other of which will be "new money" bonds (the "New Money Bonds"). Lenders should take note of this proposal since the requirements for Mortgage Loans are more lenient in the case of the Refunding Bonds than in the case of the New Money Bonds. Allocations of funds to Lenders from the proceeds of the Refunding Bonds ("Refunding Allocations") and allocations of funds to Lenders from the proceeds of the New Money Bonds ("New Money Allocations") will be made separately in order to preserve this advantage. Because the Mortgage Loan requirements are less favorable with respect to New Money Allocations, the Issuer intends to take into consideration the amount of each Lender's request for a New Money Allocation when determining the amount of the Refunding Allocation made to that Lender in order to insure that the maximum amount of Mortgage Loans are made available to prospective borrowers.

The Issuer also plans to make both Refunding Allocations and New Money Allocations available in two stages in order to minimize the initial cost to Lenders. A portion of each Allocation (determined by the Lender to whom the

Allocation is made) will be available immediately, and the remaining portion of the Allocation will be made available approximately 6 months later. Lenders will be required to pay a commitment fee of 2-1/8 points for the portion of their Allocation that is available immediately, but only 1/2 of 1 point for the portion of the Allocation that will be made available at a later date. The interest rate for Mortgage Loans to be originated with respect to each portion of an Allocation will be set at the time that portion becomes available to the Lender. In the case of the portion of an Allocation to be made available at a later date, this means that the Mortgage Loan rate will not be established at the time a Lender's initial commitment fee is paid. Access to the deferred portion of an Allocation also will require a deferred payment by the Lender of an additional commitment fee of up to 2 points at the time funds become available. However, a Lender, at its option, may elect to terminate all or any part of its deferred Allocation without paying the additional commitment fee if, after considering the Mortgage Loan rate established at that time, the Lender does not consider the deferred Allocation to be advantageous. Lenders should be aware that the Issuer may be unable to honor commitments for the deferred portion of Allocations in light of restrictions that must be satisfied to maintain the exemption from federal income taxes of interest on the Bonds. The Issuer currently anticipates that these requirements will not limit availability of deferred Allocations. However, the Issuer will have no liability to Lenders if, because of unanticipated occurrences, it is unable to honor commitments for the deferred portion of Allocations because of factors of this nature or because of changes in law.

The following table sets forth information with respect to some provisions of the Program and the Mortgage Loans:

	Refunding Allocation		New Money Allocation	
	Immediate Availability	Deferred Availability	Immediate Availability	Deferred Availability
Anticipated Mortgage Loan Rate	9.50%	(1)	9.75%	(1)
Points to Borrower	3.00%	3.00%	3.00%	3.00%
Points to Lender:				
At Bond Closing	2.125%	0.50%	2.125%	0.50%
At Deferred Availability Date	N/A	2.00	N/A	2.00
Total	2.125%	2.50%	2.125%	2.50%
Net To Lender	0.875%	0.50%	0.875%	0.50%
Additional Fee Available for Sale of Servicing (2)	0.75%	0.75%	0.75%	0.75%
Annual Servicing Fee (3)	0.44%	0.44%	0.44%	0.44%
Anticipated Origination Period (4)	June 20, 1987 to Dec. 31, 1987	Jan. 2, 1988 to June 30, 1988	June 20, 1987 to Dec. 31, 1987	Jan. 1, 1988 to June 30, 1988
Maximum Borrower Income (5):				
Prior Year Adjusted Gross Income	$60,000	$60,000	$60,000	$60,000
Current Year Anticipated Income (6)	N/A	N/A	See Schedule I	See Schedule I
Maximum Acquisition Cost:				
New Residences (6)	$110,440	$110,440	$90,300	$90,300
Existing Residences (6)	$ 91,410	$ 91,410	$74,790	$74,790

(1) To be established at the time the deferred portion of the Allocation becomes available.
(2) The Issuer expects to make available to Lenders the services of a master servicer, who will purchase servicing for this amount. Sale of servicing will be optional.
(3) Assumes that the lender retains servicing.
(4) Extension of the origination period may be possible at a later date. The terms on which an extension may be made will be described in the Origination Agreement.
(5) Borrowers must meet the income requirements for both the prior year and the current year.
(6) Subject to annual adjustment to comply with Internal Revenue Service requirements.

GNMA Securities backed by Mortgage Loans will be purchased from Lenders at a price of 100% of their principal amount. The procedures for delivery of GNMA Securities will be described in the Origination Agreement.

Mortgage Loans must be insured by the Federal Housing Administration ("FHA") or guaranteed by the Veterans Administration ("VA"). All Mortgage Loans must be made to finance the acquisition by a first-time homebuyer (i.e. someone who has had no ownership interest in his principal residence during the preceding three-year period) of a single-family dwelling (a "Residence") located in the Counties of Austin, Brazoria, Chambers, Fort Bend, Liberty, Matagorda, Walker, Waller and Wharton and the Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, League City, Missouri City, Pasadena, Santa Fe, Shore Acres, Texas City and Tomball (the "Issuer's Jurisdiction"). Mortgage Loans may not be made to refinance existing loans, except construction period loans, bridge loans and similar temporary initial financing of not more than 24 months. Eligible Residences include single-unit, owner-occupied detached residences; two-unit, three-unit and four-unit dwellings if one unit is occupied by the owner; and, subject to requirements of GNMA, FHA and VA, condominiums, townhouses and units in planned unit developments. All Mortgage Loans must comply with all requirements of GNMA and FHA or VA, as is applicable, as well as all terms and conditions of the Origination Agreement. Co-signers and guarantors will be permitted under terms to be described in the Origination Agreement.

In order to be eligible to participate in the Program, a Lender must be approved by GNMA to sell and service the type of Mortgage Loans to be financed under the Program and must be or intend to become an FHA/VA-approved mortgagee authorized to act within the Issuer's Jurisdiction. In addition, each Lender must meet all the issuer eligibility requirements (including net worth requirements) of and be approved by GNMA to issue mortgage-backed securities guaranteed by GNMA pursuant to Section 306(g) of Title III of the National Housing Act of 1934, as amended, and applicable regulations thereunder. Each Lender also must be a bank, trust company, savings bank, national banking association, savings and loan association, building and loan association, mortgage banker, mortgage company, credit union, life insurance company or other financial institution or government agency which customarily provides service or otherwise aids in the financing of mortgages on single family residential housing or multifamily residential housing located in the Issuer's Jurisdiction or a holding company for such an entity.

A Lender will be entitled to transfer all or a part of its Allocation to another qualified Lender with the approval of the Issuer, but the Lender's compensation in connection with any such transfer will be limited to reimbursement of a proportionate share of the Lender's commitment fees paid

to the Issuer for its Allocation. The Issuer will reserve the right to reallocate all or a part of a Lender's Allocation (with reimbursement of a proportionate share of the Lender's commitment fees paid to the Issuer for the Allocation) if the Issuer, in its discretion, determines that the Lender will not be able to originate Home Mortgages and deliver GNMA Securities within the applicable delivery period in an amount equal to its Allocation for that delivery period. Prorations of Lender commitment fees in connection with any transfer or reallocation of an Allocation must take into account the different levels of fees attributable to Allocations that will be available immediately and Allocations that will be available on a deferred basis.

A Lender will be permitted to reserve a portion of its Allocation for home builders, realtors and other interested persons, and to charge those persons a fee for such reservation. However, fees charged to home builders, realtors and other interested persons for reservations of an Allocation may not exceed a proportionate share of a Lender's commitment fee paid to the Issuer for the Allocation, taking into consideration the different levels of fees attributable to Allocations that will be available immediately and Allocations that will be available on a deferred basis. In addition, a Lender may not reserve more than 50% of any category of its Allocation for all home builders, realtors and other interested persons.

A Lender who wishes to participate in the Program must delivery to the Issuer, by June 3, 1987, the following:

(1) an Offer to Participate, executed by the Lender,

(2) a completed Lender Questionnaire;

(3) three counterparts of the signature page of the Origination Agreement, executed by the Lender;

(4) a copy of corporate resolutions (in the form provided by the Issuer) adopt by the board of directors of the Lender (or a duly authorized committee thereof) authorizing the Lender's participation in the Program, certified by the secretary of the Lender's board of directors;

(5) an opinion of Lender's counsel (in the form provided by the Issuer); and

(6) a copy of the financial statements of the Lender for each of the last two years.

The Issuer will make available to interested Lenders within the next week the Offer to Participate, the form of the Origination Agreement, the form of the

required resolutions and the form of the required legal opinion. A copy of the Lender Questionnaire is enclosed. As will be provided in the Offer to Participate, submission of the documents required by this paragraph by a Lender will constitute an offer by the Lender to participate in the Program, which may be accepted by the Issuer with an Allocation of all or part of the amount requested or rejected by the Issuer in its entirety. Offers to Participate will be irrevocable.

Initial commitment fees required of a Lender must be paid to the Issuer by the Lender on or before June 12, 1987. Failure of a Lender to pay its commitment fees by that date will result in the rejection of the Lender's offer to participate and may lead to disqualification from future programs of the Issuer. All fees will be returned by the Issuer if the Program is not implemented by June 19, 1987.

Responses contained in the Lender Questionnaire and financial statements submitted by a Lender will be relied upon by the Issuer in evaluating offers to participate in the Program and may be used by the Issuer in its disclosure documents relating to the Bonds. Each Lender, by its submission of an Offer to Participate, will be deemed to have agreed to indemnify the Issuer, its directors, employees, agents and the professionals retained by the Issuer against any claim, loss, damage, cost or expense suffered by any of them and arising out of, or related to, any untrue statement of a material fact contained in any of such information or any failure to include in such information any material fact required to make the information, in light of its intended use, not misleading.

This Invitation to Participate constitutes a solicitation of offers to participate in the Program and does not bind the Issuer. The Issuer reserves the right to modify the terms of the Program at any time prior to its acceptance of offers to participate. The Issuer also reserves the right to waive compliance with one or more requirements of the Program on a case-by-case basis.

Any questions with respect to the Program should be directed to Bill Eiland, the Executive Director of the Issuer, by telephone at 713/487-8772 or in writing at 4620 Fairmont Parkway, Pasadena, Texas 77504.

Dated: May 22, 1987

Bill Eiland
Executive Director,
The Southeast Texas Housing
Finance Corporation

3553C

SCHEDULE I

Area	Income Limit
Austin, Walker and Wharton Counties	$ 35,075
Brazoria County	$ 43,470
Chambers County	$ 37,835
Dickinson, La Marque, League City, Santa Fe and Texas City	$ 39,560
Matagorda County	$ 35,880
Fort Bend, Liberty and Waller Counties and Baytown, Deer Park, La Porte, Pasadena, Shore Acres, Tomball and Missouri City	$ 44,045

RESOLUTION

WHEREAS, a Texas National Guard Armory within Fort Bend County would be a positive step in protecting and making more secure the lives and property of the County's residents;

WHEREAS, there may be a local need in time of hurricanes and other natural disasters for quick response from well trained personnel to keep order, to keep the peace or to restore public facilities; and

WHEREAS, such well trained personnel may also be of assistance during the aftermath of man-made disasters; and

WHEREAS, the location of a Texas National Guard Armory in Fort Bend County will be beneficial to the economic and social well being of the area by providing needed coordination for persons who may be temporarily homeless in emergencies; and

WHEREAS, a National Guard Armory located in Fort Bend County will be a convenience to the citizens of the county and to the citizen soldiers of the area who serve their nation by being members of the Texas National Guard; and

WHEREAS, the Civil Defense of the entire county will be enhanced by such a Guard facility and the location of the Armory in Fort Bend County will make the lives of all the county's citizens more secure in case of a disaster or outbreak of hostilities involving other countries,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, RICHMOND, TEXAS:

That we wholeheartedly support and endorse the placement of a Texas National Guard Armory within Fort Bend County and request that the appropriate authorities take the necessary actions to complete the project as soon as possible.

PASSED AND APPROVED this the 1 day of June, 1987 by the Fort Bend County Commissioners Court, Richmond, Texas.

Jodie E. Stavinoha

Fort Bend County Judge Jodie Stavinoha

ATTEST:

Dianne Wilson

8705/CES

5th STREET WATER SYSTEM
OVERALL PROJECT BUDGET

FUNDING	
TDCA Grant	$ 400,000
George Foundation Grant	200,000
Total Funds Available	**$ 600,000**
DISBURSEMENTS	
WCID No. 2 Plant Capacity	$ 125,000
WCID No. 2 Engineering and Legal	25,000
Construction Cost - Distribution System	298,000
Construction Cost - Service Connections	48,000
Engineering Services for Distribution System Including Design, Surveys, Construction Staking and Inspection	65,000
Easement Acquisition	12,000
General Administration	27,000
Total Disbursements	**$ 600,000**

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made the 1st day of June, 1987, by and between County of Fort Bend (the "Client") and VanSickle · Mickelson and Klein, Inc. (the "Engineer" or "Consultant");

WITNESSETH THAT:

WHEREAS, the Client, in order to provide for the orderly development of the land within its jurisdiction, must provide for the performance of certain engineering services;

WHEREAS, the Engineer is engaged in the business of providing professional engineering services; and

WHEREAS, the Client wishes to retain the services of the Engineer and the Engineer wishes to undertake to provide its services to the Client;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein, agree as follows:

ARTICLE I
SCOPE OF WORK

The scope of work to be performed hereunder shall be as specified in Attachment "A" hereto, which, by this reference, is incorporated herein and made a part hereof. Deviations from the scope of work as described in Attachment "A" may be authorized from time to time by the Client by written authorization.

ARTICLE II
SCHEDULE OF WORK

The Engineer agrees to begin work immediately upon execution of this Agreement and to proceed diligently to completion with said work, as described in Attachment "A".

NO WORK SHALL BEGIN HEREUNDER WITHOUT THE WRITTEN AUTHORIZATION OF THE CLIENT.

ARTICLE III

COMPENSATION

All compensation to be paid to the Engineer as consideration for the services performed hereunder shall be in accordance with the provisions of Attachment "A". The estimate of maximum fees to be paid to the Engineer under this contract is attached as Attachment "C". Any Additional Services provided shall be based on the accompanying rate schedule, Attachment "D".

ARTICLE IV

CHANGES

The Client may, from time to time, request changes in the scope of services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by an between the Client and the Engineer, shall be incorporated in written amendments to this Contract.

ARTICLE V

TERMINATION

A. Termination of Contract for Cause. If, through any cause, the Engineer shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements or stipulations of this Contract, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the Client, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Contract by the Engineer, and the Client may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Client from the Engineer is determined.

B. Termination for Convenience. Either party may terminate this Contract at any time by giving at least ten (10) days notice in writing to the other party. If the Contract is terminated as provided herein, the Engineer will be paid for the time provided and expenses incurred up to the termination date.

ARTICLE VI
PROGRESS REPORTS

If requested by the Client, the Engineer shall submit progress reports and attend progress meetings as scheduled by the Client, and as detailed in the "Scope of Work" section of Attachment "A". Any such requested report shall outline work accomplished and any special problems or delays encountered during the previous report period and the planned work activities and special problems or delays, if any, anticipated for the next report period.

ARTICLE VII
INDEPENDENT CONTRACTOR

In the performance of work or services hereunder, the Engineer shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely as employees of the Engineer or, where permitted, of its subcontractors.

ARTICLE VIII
INSURANCE

The Engineer agrees to furnish, if requested by the Client, a certificate reflecting its workmen's compensation insurance and public liability insurance for bodily injury and property damage in amounts and with carriers satisfactory to the Client, and agrees that such coverages shall be maintained during the term of this Agreement. The Engineer shall also be responsible for determing that its subcontractors carry and maintain insurance coverages of the type and amount and with the carriers required by the Client of the Engineer.

ARTICLE IX
LIABILITY

The Engineer agrees to indemnify and hold the Client harmless from each and every claim, suit, judgment or damage to persons or property caused by or arising out of or in connection with the operations of the Engineer and its subcontractors, where permitted, except as any such claim, suit, judgment or damage may be due to the negligence of the Client.

ARTICLE X

SUBCONTRACTS

In fulfilling its duties pursuant to this Agreement, the Engineer may, subject to the prior written approval of the Client, subcontract with individuals, partnerships, associations, corporations, political subdivisions, or agencies, or such other entities as it deems necessary or advisable. Such subcontracts will be entered into only with the written approval from the Owner. These subcontracts shall in no way increase the cost to the Owner for any engineering services.

ARTICLE XI

TRANSFER OF INTEREST

Neither the Client nor the Engineer may assign or transfer their individual interests in this Agreement without the written consent of the other party hereto; provided, however, that claims for money by the Engineer from the Client under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Client. The Client and the Engineer each binds itself and its successors and assigns with respect to all terms, covenants and conditions of this Contract. Nothing contained herein is to be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

ARTICLE XII

AUDITS AND RECORDS

At any time during normal business hours and as often as the Client may reasonably deem necessary, the Engineer shall make available for examination by representatives of the Client all of its records with respect to all matters covered by this Agreement and will permit representatives of the Client to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, for a period of three (3) years from the date of completion of the work performed hereunder or for such other or longer period as may be required by applicable law.

ARTICLE XIII

OWNERSHIP OF DOCUMENTS

Original finished or unfinished plans, documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other material developed in connection with the services performed hereunder shall belong to, and remain the property of, the Client; and, in consideration thereof it is mutually agreed that the Client will utilize such materials solely in connection with the work being performed hereunder unless express authorization to the contrary is given by the Engineer. The Engineer may, however, retain reproducible copies of such documents.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations, selection for training, including apprenticeships; and participation in recreational activities. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, excepting that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Engineer shall keep such records and submit such reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require. The Engineer agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

In addition, a 15% minority participation shall apply to all Engineering Services provided under this contract, as well as to all construction contracts which may be let in conjunction with this project.

XV

MISCELLANEOUS PROVISIONS

This agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend or Harris County, Texas.

This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this agreement.

In any case one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall not be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI

COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances and codes of the State of Texas and local governments, and the Engineer shall save the Client harmelss with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

ARTICLE XVII

TERMS AND CONDITIONS

This agreement is subject to the provisions titled "Terms and Conditions" and attached hereto as Attachment "E" and incorporated by reference herein.

ARTICLE XVIII

MAILING ADDRESSES

All notices and communications under this Agreement to be mailed or delivered to the Client shall be sent as follows, unless and until the Engineer is otherwise notified:

County of Fort Bend
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469
Attention: Commissioner Alton Pressley

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be sent as follows, unless and until the Client is otherwise notified:

VanSickle, Mickelson & Klein, Inc.
7500 San Felipe, Suite 700
Houston, Texas 77063
Attention: Mr. Harry B. Walker, P.E.
Phone No: 713/972-1220

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

ARTICLE XIX
AMENDMENTS

Any amendment of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in multiple counterparts, each of which shall be deemed an original, on the date first above written.

FOR COUNTY OF FORT BEND

ATTEST:

Dianne Wilson
County Clerk

By
Title County Judge
Date 6-1-87

FOR: VANSICKLE · MICKELSON & KLEIN, INC.

Donald VanSickle
Secretary

By John Mickelson Jr.
Title President
Date 6-1-87

8705/CES

ATTACHMENT A
SCOPE OF WORK
FOR
PROFESSIONAL ENGINEERING SERVICES

The following Scope of Work consists of the Professional Engineering Services to be provided by VanSickle · Mickelson & Klein, Inc., hereinafter called "Engineer" on behalf of the County of Fort Bend, hereinafter called "Client" (or "Owner" in quoted documents), for planning, design and construction supervision of a water distribution system to serve the Fifth Street area, located between Stafford and Missouri City, in Fort Bend County, Texas.

The above-described water distribution system and the engineering services being performed hereunder in connection therewith are collectively referred to hereinafter as the "Project".

There will be two types of services provided: Basic Services and Additional Services. The Basic Services will be performed in three phases: preliminary, design, and construction. The three phases are described in the following paragraphs taken from the Texas Society of Professional Engineers and Consulting Engineers Council of Texas publication entitled "A Manual of Practice for Engaging the Services of a Consulting Engineer".

BASIC SERVICES

A. PRELIMINARY PHASE

1. Attend Preliminary conference with the Owner and other interested parties regarding the Project.

2. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required; assist the Owner in arranging for such work to be done, for the Owner's account.

3. Prepare a preliminary engineering report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, including preliminary layouts, and cost estimates, and set forth clearly the Engineer's recommendations.

4. Furnish the Owner the required number of copies of the preliminary report, including preliminary layouts and cost estimates.

5. Prepare "Certificate of Need" for the project.

B. DESIGN PHASE

1. Establish the scope of any additional soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required for design; assist the Owner in arranging for such work to be done, for the Owner's account.

2. Furnish to the Client, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for governmental grants-in-aid, or for planning advances).

3. Establish the scope and advise the Owner of field surveys required to collect information which, in the opinion of the Engineer, is required in the design of the Project; assist the Owner in arranging for such work to be done, for the Owner's account.

4. Prepare detailed specifications and contract drawings (contract documents) for construction authorized by the Owner.

5. Prepare detailed cost estimates of authorized construction. The Engineer shall not be required to guarantee the accuracy of these estimates.

6. Furnish to the Owner all necessary copies of approved contract documents, including notices to bidders and proposal forms. All sets of contract documents in excess of agreed number are to be paid for separately.

C. CONSTRUCTION PHASE

1. Assist the Owner in the advertisement of the Project for bids.

2. Assist the Owner in the opening and tabulation of bids for construction of the Project, and consult with the Owner as to the proper action to be taken, based on the engineering considerations involved.

3. Assist in the preparation of formal Contract Documents.

4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

   In performing these services the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

5. Consult and advise with the Owner; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval.

6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

7. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Owner any payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.

8. Conduct, in company with the Owner, a final inspection of the project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractors.

The total Basic Charge will be a percentage of construction cost covering all three phases of the Basic Services. The percent of construction cost will be based on Curve "A" of the "Curves of Median Compensation" prepared by the Consulting Engineering Council and presented as Attachment B. An estimate of this fee is included on Attachment C.

Additional Services shall include those items on the list following this paragraph. All Additional Services will be compensated on a time-and-materials basis, at the rates shown in the attached rate schedule (see Attachment "D").

The budget for Additional Services which are known to be required on this project is included on Attachment C. These Additional Services will be invoiced on a time-and-materials basis, with total cost not to exceed the budgeted amount. No other Additional Services shall be utilized on this project without a written contract amendment being approved by the Owner.

Additional Services

1. Field surveys to collect information required for design, including photogrammetry, and related office computations and drafting.

2. Studies, tests, and process determination to establish basis of design for water and waste treatment facilities.

3. Services of a resident Project Representative, and other field personnel as required, for on-the-site observation of construction.

4. Land surveys, and establishment of boundaries and monuments, and related office computations and drafting.

5. Preparation of property or easement descriptions.

6. Preparation of any special reports required for marketing of bonds.

7. Small design assignments (estimated construction cost less than $100,000).

8. Appearances before regulatory agencies.

9. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project, including preparation of engineering data and reports.

10. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the Owner.

11. Soil and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

12. Detailed mill, shop and/or laboratory inspection of materials or equipment.

13. Travel and subsistence required of the Engineer and authorized by the Owner to points other than Owner's office and project site.

14. Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).

15. Preparation of applications and supporting documents for government grants or planning advances for public works projects.

16. Preparation of environmental statements and assistance to Owner in preparing for, and attending public hearings.

17. Plotting, computing and filing plats of subdivisions; staking of lots; and related land planning and partitioning functions.

18. Revision of contract drawings after a definite plan has been approved by the Owner; redrawing of plans to show work as actually constructed.

19. Services after issuance of Certificate of Completion.

20. Services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify accuracy of drawings or other information furnished by Client.

21. Preparation of operating instructions and manuals for facilities and training of personnel and assistance in operation of facilities.

22. Any other special or miscellaneous assignments specifically authorized by Owner.

Until such time as an acceptable construction bid is received and all construction including change orders and construction supplementary items are complete, a total construction cost cannot be known and the Engineer's final fee cannot be determined. Until that time, all estimates of payment to the Engineer shall be based on the construction estimate in the Preliminary Engineering Report or on the acceptable bid, whichever is most current.

The Engineer will invoice the Client on a monthly basis according to an estimated percentage of the work complete. For Basic Services, invoices will not exceed the following percentages for each phase:

Preliminary Phase	15%
Design Phase	70%
Construction Phase	15%

All Additional Services will be invoiced monthly.

ATTACHMENT "B"

Curves of Median Compensation

CURVES A AND B

AS PER ORIGINAL

02440
0032

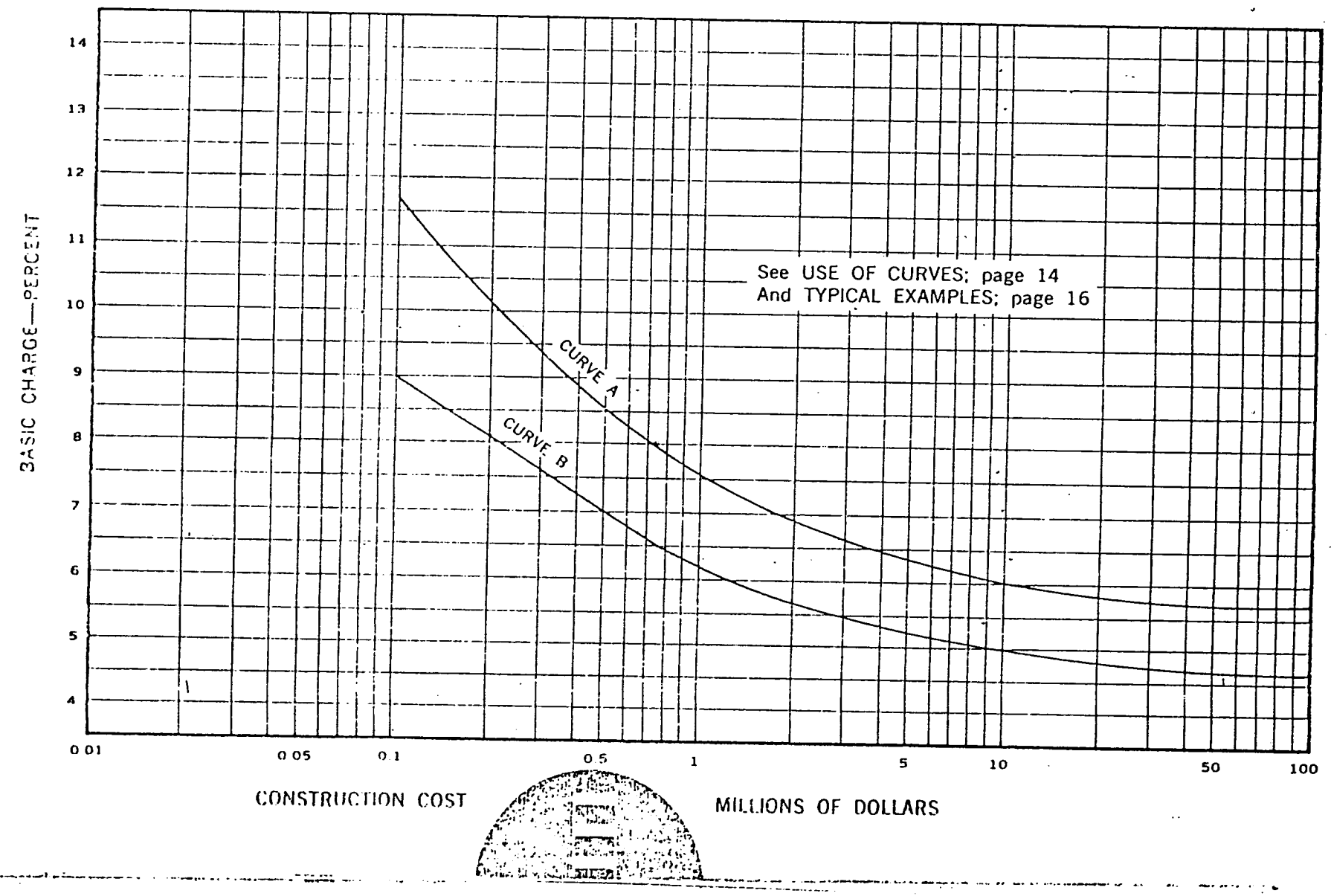
NOTES: (1) When Construction Cost is under $100,000, use reimbursable basis of compensation.

(2) Construction cost below is the work authorized at one time. However, where the work is to be accomplished in a number of separate construction contracts, then each such project element should be evaluated on an individual basis, with additional compensation to the Engineer.

(3) The Basic Charge presented below represents median compensation. The appropriate compensation for any given assignment may vary above or below the curve, depending upon complexity.

(4) Compensation for alteration work should be increased by at least one-third above the median compensation illustrated.

(5) Curve A and Curve B are consistent with Curve A and Curve B in Manual 45, published by the American Society of Civil Engineers. New curves will be issued as subsequent revisions are published by ASCE.



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ATTACHMENT "C"

Estimated Construction Cost(1)		$ 346,000
Basic Services		
Design Fee (9.0% of Construction Cost)	$ 31,140	
Additional Services(2)		
Design Survey	$ 18,750	
Construction Survey(3)	9,750	
Inspection Services	5,360	
TOTAL ENGINEERING FEES(4)		$ 65,000

(1) Does not include water plant capacity to be provided by WCID No. 2.

(2) Additional Services known to be required for this project. Cost of these Additional Services not to exceed the budgeted amount shown here.

(3) Construction staking will be subcontracted to a minority business enterprise to satisfy the 15% minority participation requirement.

(4) Engineering fees will be paid from a combination of TDCA and George Foundation grant funds.

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ATTACHMENT "D"

STANDARD RATE SCHEDULE

Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. Ranges of hourly "Salary Cost" by personnel classification are as follows:

Principal	$40.00 to 50.00
Project Director	28.00 to 40.00
Project Manager	20.00 to 28.00
Project Engineer	15.00 to 22.00
Technical Support	6.00 to 18.00
Clerical Support	5.00 to 13.00

The normal multiplier for overhead expenses and fee is 2.5 times the "Salary Cost".

Field Personnel:

4 - Man Crew	$98.00 an hour
3 - Man Crew	78.00 an hour

Rates for Field Crew include normal automobile and normal field equipment. Electronic distance measuring equipment and expendable field supplies (i.e. hubs and lathes) are included as normal field equipment. Steel pins will be billed at our cost.

Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on company vehicles is computed at a rate of $.35 per mile. Cost for company owned four-wheel drive vehicles is computed at a rate of $.35 per mile plus $25.00 per day.

Purchased Services:

All purchased services are invoiced at actual cost plus 10% handling. These include but are not limited to reproduction, computer time, long distance telephone, subcontract services, rented or leased equipment, and expendable supplies.

Terms:

Invoices are submitted monthly for all services rendered during the previous month, and are payable "Net 15 days".

8705/CES

ATTACHMENT "E"
CONTRACT FOR CONSULTANT SERVICES
TERMS AND CONDITIONS

1. - PERSONNEL. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.

2. REPORTS AND INFORMATION. The Consultant, at such times and in such forms as the Client may require, may furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

3. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.

4. COPYRIGHT. No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

5. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Consultant agrees as follows:

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration without regard to race, creed, color, sex, or national origin.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Consultant's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11264 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of the paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon such subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Client's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Client's Departments of Housing and Urban Development, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

6. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

8. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, it successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontracts, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

9. SECTION 503 HANDICAPPED (IF $25,000 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

B. The contractor agrees to comply with rules, regulations and relevant orders of the Secretary of Labor issued pursuant to this Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

10. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Client and no other public official of Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

12. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interests which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed. 0032

22
02448

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1st. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of United Texas Transmission Company dated May 22, 1987, permit no. 80820 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 17th. 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 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 Stanley L. Kucha
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Losier
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 copies 6/2/87

Appl. # 80820 02449

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

May 27, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

02450

0032

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. 80820

Formal notice is hereby given that UNITED TEXAS TRANSMISSION COMPANY (UTTCO), proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road 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
Marantha Drive	1500 feet N.E. of intersection of Cabrera Rd. & Oilfield Rd.	50 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

General Description

Pipeline boring for relocation of UTTCO 18" pipeline 1500 feet Northeast of the intersection of Cabrera Road and Oilfield Road, Marantha Farms Subdivision, Elijah Alcorn League, A-1, Ft. Bend County, Texas.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 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: UNITED TEXAS TRANSMISSION CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Mark L. Ricks
(Signature)

NAME & TITLE Mark L. Ricks, Landman
(Please Print)

DATE: May 22, 1987
ADDRESS P.O. Box 1478
(Street/P.O. Box)

Houston, Texas 77251-1478
City State Zip

TELEPHONE NO: (713) 229-5751

23. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER SOUTH WATERLAKE DR. AND SOUTH WATERLILY DR. AND ALONG CANAL IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable under South Waterlake Dr. and South Waterlily Dr. and along Canal in Precinct 3. (Recorded in minutes in full)

24. CONSIDER APPLICATION FROM CITY OF HOUSTON TO RUN A WATER LINE ACROSS DITCH B-1 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from City of Houston to run a water line across Ditch B-1 in Precinct 2. (Recorded in minutes in full)

25. ACCEPT BIDS ON THE FOLLOWING: (1) ONE OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKER (#87-32); (2) CLEANING SUPPLIES & PAPER PRODUCTS (#87-37); (3) WEED, BRUSH & INSECT CONTROL MATERIALS (#87-38):

One or more new pneumatic hydraulic road packer (#87-32):

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded PRECO MACHINERY for one pneumatic hydraulic road packer and purchase one (1) pneumatic hydraulic road packer in the amount of $14,275.00 for Precinct 1 Road & Bridge. (Recorded in minutes in full)

Cleaning supplies & paper products:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to GULF COAST PAPER CO. for cleaning supplies & paper products for a 12 month period. (Recorded in minutes in full)

Weed, brush & insect control materials:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to all vendors based on availability, price and quantity. (Recorded in minutes in full)

26. WITHDRAW AWARD OF BID #87-20 FROM HALL CHEVROLET, AUTHORIZE PURCHASE ON OPEN MARKET, AND REQUEST DISTRICT ATTORNEY TO SEEK REMEDIES FOR COST DIFFERENCE FROM BID PRICE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to refer to Civil-Assistant District Attorney for further study.

27. MEET IN CLOSED SESSION TO DISCUSS THE FOLLOWING: (1) PERSONNEL-DRAINAGE DISTRICT ENGINEER; (2) LAND - FM-762 RIGHT-OF-WAY; AS AUTHORIZED BY ARTICLE 6252-17, SEC. 2 (F&G), V.T.C.S.; AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

Personnel-Drainage District Engineer:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize employment of Dan Gerken as the Drainage District Manager Engineer at an annual salary of $40,612 with an 89 day probation, effective 7-1-87.

23

02452

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1st. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated May 15, 1987, permit no. 80818 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 17th. 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 Sutton, 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 Kuchn
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned Copies 6/2/87

02453

Appl. # 80818

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

May 20, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

02454
0632

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. NTS
Notification No. 80818

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
S. Waterlake Drive	West of Canal Street	60'	XXX		
S. Waterlily Drive	West of Canal Street	60'	XXX		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS AND/OR DITCHES WITHIN RIGHT-OF-WAY

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Canal Street	3700' South of FM 1093	South	2150'

GENERAL DESCRIPTION

Proposed Buried Cable Will begin at a point south of FM 1093 west of Canal Street and then will extend south for a total distance of 2150 '. also buried cable will cross through two ¢ bores in 4" P.V.C. Conduit Pipe.

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. Marco
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 280 Houston, Texas 77084

Telephone No.: 578-8781 Date: May 15, 1987
Log No.: RR*6

24

02455

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 1st. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City of Houston dated May 12, 1987, permit no. 80819 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 17th. day of May, 19 82, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner 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 Kirchhoff
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 6/2/87

Appl. # 80819 02456

0032

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, Texas.

Karl E. Baker, P.E.
Karl E. Baker, P. E.
Assistant Engineer

May 22, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NO BOND REQUIRED

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)

02457
AS PER ORIGINAL
0032

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80819

Formal notice is hereby given that The City of Houston, propos 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	Casec
Ditch B1	On prop. Court Road approx. 200' east of Hillcroft	40'	Open	Cut		
Ditch B1	On prop. Fondren Road approx. 600' South of Gatebriar	50'	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" water main crossing of Fort Bend Drainage Easements on proposed Court and Fondren Roads

The location and description of the proposed installation and appurtenances is more fully sh on the attached plans and drawings. (Plans and drawings of proposed installation and appurt 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.

Project #9632
WD #7731

GFL
MV

Bn 51287

COMPANY NAME: City of Houston
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Walter Williams
(Signature)
NAME & TITLE Walter Williams
Assistant Director, Public Wor
(Please Print)

DATE: May 12, 1987
ADDRESS Water Engineering, P.O. Box 1560
(Street/P.O. Box)

Houston, Texas 77251
City State Zip
TELEPHONE NO: 247-3280

02458

AS PER ORIGINAL

0032

5-18 Postponed

25/1

PURCHASE OF ONE (1) OR MORE NEW PNEUMATIC HYDRAULIC ROAD PACKERS
BID #87-32

COMPANY	BID PRICE	PRICE GUARANTEE
*TOM LEE, INC.	$10,900.00	30 days
✓ PRECO MACHINERY	$14,275.00	180 days
EAGLE TRACTOR, INC.	$14,875.00	90 days

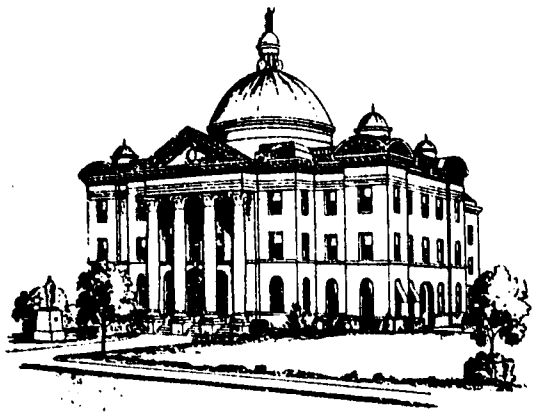
*DOES NOT MEET SPECIFICATIONS ON ITEMS #6 and #8 OF INVITATION TO BID.

25/02459

AS PER ORIGINAL

0032

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

May 29, 1987

TO: All Members
Commissioners Court
Fort Bend County

REF: Cleaning Supplies and Paper Products. Bid #87-37.

Gentlemen,

Based upon a consolidation of eight (8) recent typical janitorial supply orders, applying prices bid by various vendors* to each item, the results are as follows:

COMPANY	TOTAL PRICE
Gulf Coast Paper Company	$2,668.00
Maltz Paper and Chemical Company	$2,816.47
Rosenberg Janitorial	$2,912.58
Brawner Paper Company	$2,927.81
Century Papers, Inc.	$3,217.38
Peel Paper Compnay	$3,238.21

*Only vendors bidding on at least 80% of items were considered.

John J. Hammett

AS PER ORIGINAL

CLEANING SUPPLIES & PAPER PRODUCTS. BID # 87-37

ITEM/QTY		Brawner	Century	Gulf Coast	Maltz	Peel	Rosenberg
~~#45 Towels~~	~~10cs.~~	~~27.78~~	~~N/B~~	~~17.90~~	~~16.20~~	~~N/B~~	~~15.80~~
#44 Towels	50cs.	13.92	12.96	12.72	12.60	15.05	13.16
#56 Liners	12cs.	13.32	24.00	7.64	14.02	23.18	16.00
#43 Tissues	48cs.	26.59	26.88	24.50	26.50	28.64	27.68
~~#50 Urn Sand~~	~~1cs.~~	~~5.06~~	~~5.19~~	~~N/B~~	~~N/B~~	~~N/B~~	~~4.50~~
#41 Sprayers	12ea.	.46	.47	.53	.45	.59	.46
#3 Bottles	12ea.	.18	.23	.15	.21	.29	.20
#33 Polish	1cs.	17.18	23.22	19.66	19.40	20.81	19.50
#19 Deodorant	1cs.	12.81	18.72	13.80	15.25	14.76	13.59
#57 Liners	10cs.	8.18	13.98	8.68	5.90	13.60	6.40
#38 Soap	4cs.	21.64	28.68	31.06	27.00	29.04	26.29
~~#12 Cleaner~~	~~1cs.~~	~~12.14~~	~~N/B~~	~~11.61~~	~~11.61~~	~~12.41~~	~~12.90~~
~~#20 Disinfectant~~	~~1cs.~~	~~15.91~~	~~N/B~~	~~20.28~~	~~23.14~~	~~22.94~~	~~23.86~~
#18 Deodorant	1cs.	16.56	18.45	18.16	21.25	18.99	17.52
~~#25 Detergent~~	~~2cs.~~	~~2.70~~	~~N/B~~	~~1.22~~	~~2.37~~	~~N/B~~	~~1.55~~
#24 Hot Cups	18cs.	11.60	12.26	11.29	12.42	11.79	12.07
#11 Cleaner	8cs.	21.92	22.05	17.36	17.30	14.16	15.88
#55 Liners	10cs.	6.76	19.00	7.64	7.65	10.01	8.98
#32 Pads	5cs.	24.26	16.15	15.00	15.39	17.99	14.43
TOTAL:		$2927.81 (4)	$3217.38 (5)	$2668.00 (1)	$2816.47 (2)	$3238.21 (6)	$2912.58 (3)

Consolidated data from Purchase Orders:

7065-03192E	Fairgrounds
7065-03249	Library
[illegible]	[illegible]
[illegible]	[illegible]
7104-04185	Library
7118-05285	Sheriff

7135-06086	Sheriff
7140-06261	Bldg Main

02461
0032
AS PER ORIGINAL

WEED,BRUSH AND INSECT CONTROL MATERIALS, BID #87-38

ITEM #1 ARSENAL

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE
EL CAMPO SPRAYING SERVICE	$149.25 GALLON	NONE	5 GALLON CONTAINER
SOUTHCOAST ENTERPRISES	$169.95 GALLON	15 GALLONS	2 X 2½ GALLON CONTAINERS
GOLDTHWAITE'S OF TEXA INC.	$218.75 GALLON	$3,000.00	1 GALLON CONTAINER

ITEM #2 BANVEL 4 - W.S. HERBICIDE: MANUFACTURED BY VELSICOL CHEMICAL CORP. OR EQUAL.

HELENA CHEMICAL COMPANY	$49.95 GALLON	5 GALLONS	2 X 2½ GALLON CONTAINERS
TIDE PRODUCTS, INC.	$51.78 GALLON	$1,000.00	2½ GALLON CONTAINERS
SOUTHCOAST ENTERPRISE	$51.95 GALLON	10 GALLONS	2 X 2½ GALLON CONTAINERS
DAMON FARM-RANCH	$53.50 GALLON	2 CASES	2 X 2½ GALLON CONTAINERS
GOLDTHWAITE'S OF TEXA , INC.	$59.33 GALLON	$3,000.00	2 X 2½ GALLON CONTAINERS

ITEM #3 BANVEL 520 HERBICIDE

NO LONGER AVAILABLE

02462 0032

AS PER ORIGINAL

ITEM #4 BANVEL 720 - HERBICIDE: MANUFACTURED BY VELSICOL CHEMICAL CORP. OR EQUAL.

COMPANY	PRICE PER GALLON/POUND	MINIMUM ORDER	UNIT OF ISSUE
TIDE PRODUCTS, INC.	$21.95 GALLON	$1,000.00	2½ GALLON CONTAINERS
SOUTHCOAST ENTERPRISES	$23.00 GALLON	60 GALLONS	30 GALLON CONTAINERS
GOLDTHWAITE'S OF TEXAS, INC.	$27.56 GALLON	$3,000.00	2 X 2½ GALLON CONTAINERS
S.K.Y ENTERPRISES	$40.62 GALLON	NONE	2½ GALLON CONTAINERS

ITEM #5 DOWPON

TIDE PRODUCTS, INC.	$1.90 POUND	$1,000.00	10 POUND CARTONS
NIEDERHOFER CHEMICAL COMPANY	$1.92 POUND	120 POUNDS	10 POUND CARTONS
SOUTHCOAST ENTERPRIS	$2.34 POUND	200 POUNDS	6 X 10 POUND CARTONS
GOLDTHWAITE'S OF TEXAS, INC.	$2.36 POUND	$3,000.00	6 X 10 POUND CARTONS

ITEM #6 INSECTICIDE: PYRETHROID TYPE, THERMAL FOGGING EQUIPMENT

BANNER LABS., INC.	$6.35 GALLON	2 X 55 GALLONS	APPLICATION: 3-3/4 GALLON/ACRE
NATIONAL CHEMSEARCH	$31.20 GALLON	55 GALLON DRUM	APPLICATION: DEPENDS ON SEVERITY OF INFESTATION
S.K.Y. ENTERPRISES	$41.40 GALLON	NONE	APPLICATION: 82 OZ. OF 14% AGENT PER ACRE.

ITEM #7 GARLAND 4

SOUTHCOAST ENTERPRISES	$69.95 GALLON	20 GALLONS	2 X 2½ GALLON CONTAINERS
VAN WATERS AND ROGERS, INC.	$71.63 GALLON	5 GALLONS	5 GALLON CONTAINERS

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ITEM #8 HYVAR-X

COMPANY	PRICE PER GALLON/POUND	MINIMUM ORDER	UNIT OF ISSUE
HELENA CHEMICAL COMPANY	$9.43 POUND	48 POUNDS	12 X 4 POUND BAGS
EL CAMPO SPRAYING SERVICE	$9.79 POUND	NONE	NOT STATED
TIDE PRODUCTS, INC.	$9.84 POUND	$1,000.00	4 POUND BAGS
VAN WATERS AND ROGERS, INC.	$9.98 POUND	50 POUNDS	50 POUNDS
NIEDERHOFER CHEMICAL COMPANY	$10.25 POUND	48 POUNDS	4 POUND BAGS
SOUTHCOAST ENTERPRISES	$10.25 POUND	200 POUNDS	50 POUND BAGS
GOLDTHWAITE'S OF TEXAS, INC.	$10.28 POUND	$3,000.00	12 X 4 POUND BAGS
S.K.Y. ENTERPRISES	$18.72 POUND	NONE	50 POUND BAGS

ITEM #9 HYVAR-XL: MANUFACTURED BY DUPONT OR EQUAL.

HELENA CHEMICAL COMPANY	$27.63 GALLON	10 GALLONS	6 X 1 GALLONS
EL CAMPO SPRAYING SERVICE	$28.45 GALLON	NONE	NOT STATED
TIDE PRODUCTS, INC.	$28.71 GALLON	$1,000.00	1 GALLON
VAN WATERS AND ROGERS, INC.	$28.94 GALLON	30 GALLONS	30 GALLON CONTAINER
NIEDERHOFER CHEMICAL COMPANY	$29.60 GALLON	12 GALLONS	1 GALLON
DAMON FARM-RANCH	$30.00 GALLON	25 GALLONS	5 GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$31.82 GALLON	$3,000.00	6 X 1 GALLONS
SOUTHCOAST ENTERPRISES	$31.95 GALLON	200 GALLONS	6 X 1 GALLONS
S.K.Y. ENTERPRISES	$67.05 GALLON	NONE	1 GALLON

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ITEM #10 MALATHION: 57% EMULSIFIABLE PREMIUM GRADE MINIMUM, MECHANICAL FOGGING EQUIPMENT

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE
HELENA CHEMICAL COMPANY	$9.95 GALLON	55 GALLON	55 GALLON DRUMS
TIDE PRODUCTS, INC.	$12.72 GALLON	$1,000.00	2½ GALLONS
NIEDERHOFER CHEMICAL COMPANY	$13.48 GALLON	12 GALLONS	2½ GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$14.65 GALLON	$3,000.00	6 X 1 GALLONS
SEED AND TURF, INC.	$15.00 GALLON	5 GALLONS	2½ GALLONS
VAN WATERS AND ROGERS, INC.	$15.40 GALLON	55 GALLONS	55 GALLON DRUMS
S.K.Y. ENTERPRISES	$31.63 GALLON	NONE	1 GALLON

ITEM #11 MALATHION: 91% TECHNICAL GRADE MINIMUM, THERMAL FOGGING EQUIPMENT

HELENA CHEMCIAL COMPANY	$16.59 GALLON	54 GALLON	54 GALLON DRUMS
TIDE PRODUCTS, INC.	$18.19 GALLON	$1,000.00	54 GALLON DRUMS
VAN WATERS AND ROGERS, INC.	$18.44 GALLON	54 GALLONS	54 GALLON DRUMS
GOLDTHWAITE'S OF TEXAS, INC.	$19.28 GALLON	$3,000.00	55 GALLON DRUMS
S.K.Y. ENTERPRISES	$38.35 GALLON	NONE	5 GALLONS

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ITEM #12 MESAMATE 600

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE
TIDE PRODUCTS, INC.	$9.73 GALLON	$1,000.00	5 GALLONS
NIEDERHOFER CHEMICAL COMPANY	$9.90 GALLON	25 GALLONS	2½ GALLONS
VAN WATERS AND ROGERS, INC.	$11.48 GALLON	20 GALLONS	1 GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$12.35 GALLON	$3,000.00	6 X 1 GALLON
SOUTHCOAST ENTERPRISES	$12.45 GALLON	200 GALLONS	4 X 1 GALLONS

ITEM #13 NALCOTRAL: DRIFT CONTROL ADDITIVE

GOLDTHWAITE'S OF TEXAS	$13.95 GALLON	$3,000.00	4 X 1 GALLON
VAN WATERS AND ROGERS, INC.	$20.80 GALLON	12 GALLONS	12 X 1 QUART
HELENA CHEMICAL COMPANY	$6.00 QUART	12 QUARTS	12 X 1 QUART
TIDE PRODUCTS, INC.	$7.50 QUART	$1,000.00	1 QUART
S.K.Y. ENTERPRISES	$82.80 GALLON	NONE	1 QUART

ITEM #14 NAMATE (DSMA)

HELENA CHEMICAL COMPANY	$4.26 GALLON	5 GALLONS	2 X 2½ GALLONS
TIDE PRODUCTS, INC.	$4.50 GALLON	$1,000.00	2½ GALLONS
DAMON FARM-RANCH	$4.75 GALLON	50 GALLONS	1 GALLON
GOLDTHWAITE'S OF TEXAS, INC.	$5.19 GALLON	$3,000.00	2 X 2½ GALLONS

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ITEM #15 OUST: WEED CONTROL, KILLS JOHNSON GRASS BUT LEAVES BERMUDA.

COMPANY	PRICE PER GALLON/POUND	MINIMUM ORDER	UNIT OF ISSUE
NIEDERHOFER CHEMICAL COMPANY	$107.00 POUND	24 POUNDS	3 POUNDS
EL CAMPO SPRAYING SERVICE	$107.95 POUND	NONE	NOT STATED
VAN WATERS AND ROGERS, INC.	$113.00 POUND	3 POUNDS	3 POUND BOTTLES
SOUTHCOAST ENTERPRISES	$130.00 POUND	50 POUNDS	CASE OF 48 OUNCES.
GOLDTHWAITE'S OF TEXAS, INC.	$7.98 OUNCE = $127.68 LB.	$3,000.00	8 X 3 POUNDS
S.K.Y. ENTERPRISES	$579.60 BTL = $193.28 LB.	NONE	48 OUNCE BOTTLES

ITEM #16 PRAMITOL

HELENA CHEMICAL COMPANY	$12.47 GALLON	30 GALLONS	30 GALLON DRUMS
VAN WATER AND ROGERS INC.	$13.46 GALLON	30 GALLONS	30 GALLON DRUMS
TIDE PRODUCTS, INC.	$13.47 GALLON	$1,000.00	5 GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$13.86 GALLON	$3,000.00	5 GALLON CONTAINERS
DAMON FARM-RANCH	$14.25 GALLON	30 GALLONS	2½ GALLONS
SOUTHCAOST ENTERPRISES	$14.50 GALLON	100 GALLON	5 GALLONS
SEED AND TURF, INC.	$19.58 GALLON	5 GALLON	5 GALLONS
S.K.Y. ENTERPRISES	$32.20 GALLON	NONE	1 GALLON

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ITEM #17 ROUNDUP HERBICIDE: MANUFACTURED BY MONSANTO COMPANY OR EQUAL.

COMPANY	PRICE PER GALLON/POUND	MINIMUM ORDER	UNIT OF ISSUE
~~E.B.I., INC.~~	~~$14.95 GALLON~~	~~55 GALLONS~~	~~55 GALLONS~~
HELENA CHEMICAL COMPANY	$57.00 GALLON	30 GALLONS	30 GALLON DRUMS
TIDE PRODUCTS, INC.	$58.11 GALLON	$1,000.00	30 GALLON
VAN WATERS AND ROGERS, INC.	$59.33 GALLON	30 GALLONS	30 GALLON
NIEDERHOFER CHEMICAL COMPANY	$60.19 GALLON	NONE	2½ GALLON
DAMON FARM-RANCH	$60.75 GALLON	30 GALLONS	2½ GALLON
SEED AND TURF, INC.	$65.00 GALLON	30 GALLONS	30 GALLON
GOLDTHWAITE'S OF TEXAS, INC.	$66.34 GALLON	$3,000.00	2 X 2½ GALLON
SOUTHCOAST ENTERPRISES	$69.70 GALLON	30 GALLON	30 GALLON
S.K.Y. ENTERPRISES	$126.50 GALLON	NONE	1 GALLON

ITEM #18 SPIKE

EL CAMPO SPRAYING SERVICE	$16.59 POUND	NONE	4 POUND BAGS
NIEDERHOFER CHEMICAL COMPANY	$17.42 POUND	16 POUNDS	4 POUNDS
VAN WATERS AND ROGERS, INC.	$18.64 POUND	16 POUNDS	4 POUNDS
SOUTHCOAST ENTERPRISES	$19.95 POUND	100 POUNDS	4 X 4 POUNDS
GOLDTHWAITE'S OF TEXAS, INC.	$23.36 POUND	$3,000.00	4 X 4 POUNDS
S.K.Y. ENTERPRISES	$145.36 BAG = $36.34 LB.	NONE	4 POUND BAGS

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ITEM #19 SURFACANT

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE
DAMON FARM-RANCH	$3.40 GALLON	40 GALLONS	1 GALLON
SOUTHCOAST ENTERPRISES	$5.45 GALLON	20 GALLONS	4 X 1 GALLON
TIDE PRODUCTS, INC.	$5.45 GALLON	$1,000.00	2½ GALLONS
SEED AND TURF, INC.	$7.95 GALLON	4 GALLONS	1 GALLON
E.B.I., INC.	$8.22 GALLON	55 GALLONS	55 GALLONS
VAN WATERS AND ROGERS, INC.	$11.85 GALLON	20 GALLONS	1 GALLON
GOLDTHWAITE'S OF TEXAS, INC.	$13.60 GALLON	$3,000.00	4 X 1 GALLON
NATIONAL CHEMSEARCH	$14.75 GALLON	55 GALLON DRUM	55 GALLON DRUM
S.K.Y. ENTERPRISES	$29.33 GALLON	NONE	1 GALLON

ITEM #20 VELPAR-L: MANUFACTURED BY DUPONT OR EQUAL.

NIEDERHOFER CHEMICAL COMPANY	$40.25 GALLON	8 GALLONS	1 GALLON
EL CAMPO SPRAYING SERVICE	$40.40 GALLON	NONE	5 GALLON CONTAINER
VAN WATERS AND ROGERS, INC.	$42.22 GALLON	5 GALLONS	5 GALLON
GOLDTHWAITE'S OF TEXAS, INC.	$43.15 GALLON	$3,000.00	4 X 1 GALLONS
SOUTHCOAST ENTERPRISES	$48.80 GALLON	100 GALLONS	5 GALLONS
S.K.Y. ENTERPRISES	$79.64 GALLON	NONE	1 GALLON

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ITEM #21 WEEDKILLER: 4# 2-4-D PER GALLON MINIMUM.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE
BANNER LABS, INC.	$6.20 GALLON	2 X 55 GALLONS	55 GALLONS
HELENA CHEMICAL COMPANY	$6.25 GALLON	55 GALLONS	55 GALLONS
DAMON FARM-RANCH	$6.40 GALLON	100 GALLONS	55 GALLONS
TIDE PRODUCTS, INC.	$6.50 GALLON	$1,000.00	55 GALLONS
SOUTHCOAST ENTERPRISES	$6.90 GALLON	180 GALLONS	30 GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$7.14 GALLON	$3,000.00	2 X 2½ GALLONS
SEED AND TURF, INC.	$9.94 GALLON	5 GALLONS	2½ GALLONS

ITEM #22 WEEDMASTER: 1# BANVEL + 3# 2-4-D PER GALLON MINIMUM.

HELENA CHEMICAL COMPANY	$17.10 GALLON	5 GALLONS	2 X 2½ GALLONS
DAMON FARM-RANCH	$18.25 GALLON	25 GALLONS	2½ GALLONS
GOLDTHWAITE'S OF TEXAS, INC.	$19.58 GALLON	$3,000.00	2 X 2½ GALLONS

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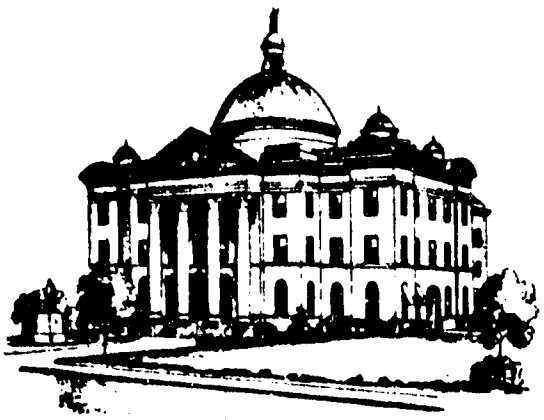

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT

P.O. BOX 36[illegible]
RICHMOND, TEXAS [illegible]469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

March 12, 1987

Hall Chevrolet, Inc.
P.O. Box 721828
Houston, TX 77272-1828

Ref: Purchase of one (1) or more new 1/2 ton pickup trucks. Bid #87-20.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on March 9, 1987 awarded your company the contract pursuant to your bid on the above stated matter at the base bid price of $7,618.69 per unit.

You are hereby authorized to make delivery of three (3) 1/2 ton pickup trucks with the optional equipment listed on the attached purchase orders, to the Fort Bend County Drainage District, 6400 Homestead Rd., Rosenberg, Texas within 45 calendar days from the date of bid award.

Point of contact for delivery will be Mr. Stanley Kucherka, County Engineer, at 713-342-2683.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cc: Mr. Stanley Kucherka
County Auditor

PO# 7072-03455
7072-03456
7072-03457

PS Form 3811, July 1983

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space [illegible] reverse side. Failure to do this will prevent this [illegible] from being returned to you. The return receipt fee [illegible] provide you the name of the person delivered to and th[illegible] of delivery. For additional fees the following serv[illegible] available. Consult postmaster for fees and chec[illegible] for service(s) requested.

1. ☒ Show to whom, date and address of del[illegible]
2. ☐ Restricted Delivery.

3. Article Addressed to:
HALL CHEVROLET
P.O. Box 721828
Houston, TX 77272-18[illegible]

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number
P297 2[illegible] 32

Always obtain signature of addressee or agent
DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and [illegible] paid)
Box 721828
77272

DOMESTIC RETURN RECEIPT

BERCHNUT [illegible]

FORT BEND COUNTY PURCHASING DEPARTMENT	BID I.D. NO.	DATE ISSUED:	PAGE NO.	NO. OF PAGES
	87-20	2 - 9 - 87	1	

INVITATION FOR BIDS
(EXPIRES: 31 December 87)

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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 in the Office of the County Judge, Fort Bend County, Courthouse Annex, P.O. Box 368, Richmond, Texas 77469 until 1:30 P.M., February 23, 1987, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject all bids. Do not include sales tax in bid price. Submit bid on this form, in its entirety.

PURCHASE OF ONE (1) OR MORE NEW 1/2 TON PICKUP TRUCKS

Equipment, supplies and/or services to be furnished must meet or exceed each and every one of the following specifications.

Delivery will be to any location throughout Fort Bend County, to be determined at time of order.

Bid price must be guaranteed for no less than 90 calendar days.

PLEASE COMPLETE THE FOLLOWING:

UNIT BID PRICE $ 7618.69 F.O.B. FORT BEND COUNTY.

DELIVERY WILL BE COMPLETED WITHIN 45 CALENDAR DAYS AFTER ACCEPTANCE OF BID BY THE FORT BEND COUNTY COMMISSIONERS COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE REJECTED).

BIDDER GUARANTIES BID PRICE FOR 30 CALENDAR DAYS (90 DAY MINIMUM).

BY MY SIGNATURE HEREON I CERTIFY THAT THIS BID XX (DOES) ____ (DOES NOT) MEET OR EXCEED EACH AND EVERY ONE OF THE SPECIFICATIONS LISTED.

DO NOT TELEPHONE PURCHASING DEPARTMENT ABOUT BID RESULTS. ALL BIDDERS, SUCCESSFUL AND OTHERWISE WILL BE NOTIFIED BY LETTER.

USE ATTACHED MAILING LABEL ON YOUR ENVELOPE WHEN SUBMITTING BID.

ONE BID PER ENVELOPE PLEASE.

NAME AND ADDRESS OF BIDDER:	SIGNATURE OF AUTHORIZED PERSON:	DATE OF BID:
HALL CHEVROLET, INC. PO BOX 721828 HOUSTON, TEXAS 77272-1828	Steve Bates	2-23-87
TYPE SIGNER'S NAME, TITLE AND PHONE NUMBER: STEVE BATES, FLEET MANAGER (713) 561-9900	TYPE CONTACT PERSON'S NAME, TITLE AND PHONE NUMBER: LEONARD POWELL, FLEET SALES REP. (713) 561-9900	

Land- FM-762 right-of-way:

No action taken

RECESS:

Commissioners' Court recessed at 12:20 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

28. CONSIDER AUTHORIZING AMENDMENT TO JUVENILE PROBATION BUDGET AS REQUESTED BY JUVENILE BOARD:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to amend Juvenile Probation budget (salaries & benefits) to $5,046.00 for a full-time Chief Juvenile Probation Officer. Funds to be transferred from Juvenile Detention budget. (Recorded in minutes in full)

29. AUTHORIZE ADVERTISING FOR BIDS FOR TRUCK LIFT FOR VEHICLE MAINTENANCE DEPT.:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for truck lift for Vehicle Maintenance Dept.

30. APPROVE FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve fee officers monthly reports for APRIL, 1987 as presented by Joyce Tompkins, County Auditor. (Recorded in minutes in full)

31. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) INMATE COVERALLS/UNIFORMS (#87-39): (2) PHOTOGRAPHIC EQUIPMENT (#87-40); (3) TOXIC VAPOR VENT HOOD & CABINETRY FOR LATENT FINGERPRINT PROCESSING EQUIPMENT (#87-41):

Open bids for inmate coveralls/uniforms:

The following bids were presented to Commissioners' Court for review.

A) GEORGE WENICK AND ASSOC.
B) TEXAS INDUSTRIAL SERVICE

Open bids for photographic equipment:

The following bids were presented to Commissioners' Court for review.

A) CAMERAS UNLIMITED
B) FONDREN CAMERA, INC.

Open bids for toxic vapor vent hood & cabinetry for latent fingerprint processing equipment:

The following bids were presented to Commissioners' Court for review.

A) CRIMINAL RESEARCH PRODUCTS, INC. (no bid)

28

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AS PER ORIGINAL

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

May 22, 1987

Dear Commissioners:

The Juvenile Board of Fort Bend County requests a budget amendment for the Salaries Line Item on the Juvenile Probation Department Budget from $105,358.03 to $109,778.03. This increase is necessary because the original budget prepared by Sterling Moore provided only for the salary of Acting Chief Juvenile Probation Officer and not the full salary for Chief Juvenile Probation Officer. The Juvenile Board has hired Mr. Dennis McAfee, a man with 15 years probation experience and a Fort Bend County resident, as the full time Chief Juvenile Probation Officer. In order to hire such a highly qualified individual and because of the additional responsibilities he holds as the full time Chief, we respectfully request this budget amendment. Mr. McAfee's first day of employment was May 18, 1987.

Thank you very much.

Respectfully submitted,

Thomas R. Culver, III
Judge, County Court At Law No.1
Chairman

C. A. Dickerson
Judge, 240th District Court

Walter S. McMeans
Judge, County Court At Law No.2

A. Reagan Clark
Judge, 268th District Court

Jodie Stavinoha
County Judge

Thomas O. Stansbury
Judge, 328th District Court

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Co Clerk 02474

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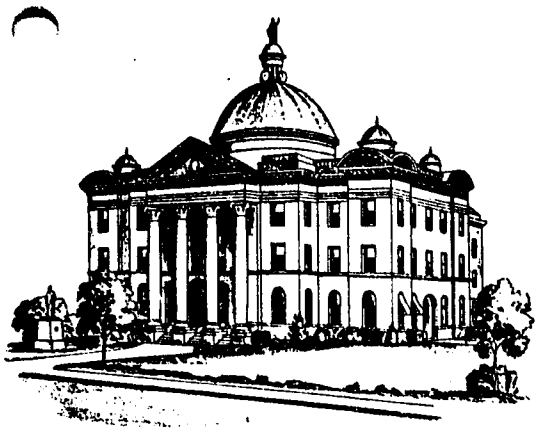


JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

June 1, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of April 1987. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The April report of Justice of the Peace Pct. 4 James Adolphus also includes the civil report for the month of March which was not completed at that time due to several discrepancies which they found in preparing their report. Judge Adolphus'submitted a report on their own audit to determine the discrepancies. My staff is presently examining their report which shows that the civil fees for March are short 107.25. The fee officer account for JP4 is now short $631.25 plus the $50.00 change fund which was stolen in February.

The report for April is over by 3.00, however we are not approving further reports until the whole matter is settled and the Fee Officer Account is balanced and reconciled to their reports. The figures for JP4 represent the total reported, however these funds will be held in the Fee Officer Account

The following is the criminal case report for the JPs for the month of April, 1987:

JP		# New Cases	# Old Cases	# Dismissed	# Cases Paid	$ Amount	# Open Cases
JP 1	Geick	418	3,293	127	356	17,938.50	3,228
JP2-1	Molina	254	204	36	82	5,520.00	340
JP2-2	Fredrickson	410	648	146	353	18,749.50	559
JP3	Stahl	245	1,486	10	72	3,522.50	1,649
JP4	Adolphus	281	2,248	101	171	9,692.41	2,257

AS PER ORIGINAL

The following is a breakdown of the fees paid by the Tax Collector in April:

Highway Fees - Jan 1987	33,174.17
Highway Fees - Feb 1987	43,729.51
Highway Fees - Mar 1987	48,787.61
Total Hiway Fees.....	125,691.29
Commissions - Feb 1987	3,894.40
Commissions - Mar 1987	3,419.84
Commissions - Apr 1987	2,826.90
Total Commissions.....	10,141.14
Road & Bridge - Jan 1987	41,976.75
Road & Bridge - Feb 1987	48,669.75
Road & Bridge - Mar 1987	60,542.55
Total R & B.....	151,189.05
Title - Motor Vehicles	13,590.00
Beer & Liquor	4,478.50
Interest Earned	26,095.44
TOTAL FEES	$331,185.42

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1987.

If the Court concurs, the following order might be adopted:

Moved be Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of April, 1987 be approved as recommended by the County Auditor in her letter of June 1, 1987.

Sam Dick, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 4
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

FEE OFFICERS REPORT TO COMMISSIONERS COURT
April 1987

OFFICER	SOURCE/ GROSS AMT	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	1,167.00	1,167.00			1,167.00
County Clerk					
Civil	74,449.24				
Criminal	57,973.02	74,254.74	26,657.02	31,510.50	132,422.26
District Clerk					
Civil	65,145.04				
Criminal	5,941.00	17,789.00	2,290.00	51,007.04	71,086.04
Tax Collector	331,185.42	179,996.37	151,189.05		331,185.42
District Atty.****	2,719.39			2,719.39	2,719.39
Sheriff					
Civil	398.00				
Criminal	6,267.00	3,101.00		3,564.00	6,665.00
J.P. #1					
Civil	1,139.00				
Criminal	17,938.50	13,610.61		5,466.89	19,077.50
J.P. #2-1					
Civil	1,921.00				
Criminal	5,545.00	6,286.00		1,180.00	7,466.00
J.P. #2-2					
Civil	111.00				
Criminal	18,749.50	13,955.50		4,905.00	18,860.50
J.P. #3					
Civil	2,964.00				
Criminal	3,522.50	5,803.30		683.20	6,486.50
J.P. #4					
Civil	3,705.00				
Criminal	9,692.41	10,282.41		3,115.00	13,397.41
Constable #1	2,497.46	1,990.00		507.26	2,497.26
Constable #2	2,260.00	2,260.00			2,260.00
Constable #3	20,296.99	7,342.78		12,954.21	20,296.99
Constable #4	3,060.00	2,773.42		286.58	3,060.00
TOTAL	638,647.47	340,612.13	180,136.07	117,899.07	638,647.27

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;

** County Revenues deposited into the Road & Bridge Fund.

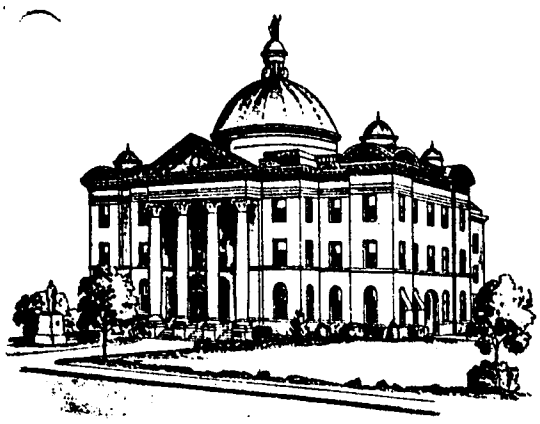
*** Other Misc. Fees and Refunds includes: State Comptroller, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and will also be reported on the annual report.

**** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

02477

0032

AS PER ORI...



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

June 1, 1987

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of April 1987. 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.

A complete inventory and cash count was conducted on May 1, 1987 immediately following the announcement of Mr. Moore's resignation as Chief Juvenile Probation Officer. The inventory was accounted for and cash counts balanced and Mr. Moore signed off on the inventory and records. Mr. Dennis McAffee was appointed Chief Juvenile Probation Officer and he accepted responsibility of all the departments' assets and records. A comprehensive internal controls audit had been conducted prior to that and new accounting procedures have been prescribed and are to be implemented on June 8, 1987.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1987.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of April 1987 be approved as recommended by the County Auditor in her letter of June 1, 1987.

Elizabeth LaVois, Child Support
Walter Culpepper, Health and Sanitation
Daniel Kosler, Ambulance Service
Cynthia Reeves, Animal Control
Laidlaw Waste, Sanitary Landfill
Roman Bohachevsky, Library
Hopie Solomon, Indigent Care
Leroy Parthum, Fairgrounds Manager
A. E. "Al" Dobson, Adult Probation
Sterling Moore, Juvenile Probation
Stanley Kucherka, County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

02478

— AS PER ORIGINAL

0032

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

APRIL 1987

CHILD SUPPORT	1,152.00
HEALTH AMD SANITATION	1,361.75
AMBULANCE	7,795.94
ANIMAL CONTROL	980.00
SANITARY LANDFILL	135,105.10
LIBRARIES	3,887.74
INDIGENT CARE	108.00
FAIRGROUNDS	4,510.00
ADULT PROBATION (FUND 99)	41,330.00
JUVENILE PROBATION	4,822.00
COUNTY ENGINEERING	410.00
BAIL BOND BOARD	0.00
TOTAL FOR THE MONTH	201,462.53

31(1)

02479

BID ITEM: INMATE COVERALLS/UNIFORMS

BID NUMBER: 87-39

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ADMIRAL LINEN AND UNIFORM SERVICE	
ARATEX SERVICES, INC.	
BEST UNIFORM SUPPLY CO.	
DICKIES WORK CLOTHING RENTAL	
GEORGE WENICK AND ASSOC. ✓	11.85 each
SERVICSCO	
SIR'S UNIFORMS	
TEXAS INDUSTRIAL SERVICE ✓	No ~~Bid~~ Price shown

3 1/(2)

02480

BID ITEM: PHOTOGRAPHIC EQUIPMENT FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT

BID NUMBER: 87-40

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
CAMERAS UNLIMITED ✓	3690.00
FONDREN CAMERA, INC. ✓	4200.00
PHASSCO	
PHOTOVISION, INC.	
SKYLARK CAMERA AND VIDEO	
SOUTHWESTERN CAMERA	
WESTERN CAMERA SUPPLY	

31(3)

02481

BID ITEM: TOXIC VAPOR VENT HOOD AND CABINETRY FOR LATENT FINGERPRINT PROCESSING EQUIP

BID NUMBER: 87-41

0032

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
CONTEMPRA FURNITURE DIV.	
CRIMINAL RESEARCH PRODUCTS, INC. ✓	No BID

32. 1:45 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA POSTED): 0032

See attached Drainage District Board minutes.

33. RECESS UNTIL 1:30 P.M. WEDNESDAY, JUNE 3RD TO OPEN GENERAL CONTRACT BIDS FOR THE COMPLETE CONSTRUCTION OF THE FORT BEND COUNTY COURTHOUSE ANNEX II, TO BE LOCATED IN RICHMOND, TEXAS:

Commissioners' Court recessed until 1:30 p.m. Wednesday.

34. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

RECESS:

Commissioners' Court recessed at 2:50 p.m. until Wednesday, June 3 at 1:30 p.m.

RECONVENED:

Commisioners' Court reconvened at 1:30 p.m. Wednesday, June 3, to open general contract bids.

33. OPEN GENERAL CONTRACT BIDS FOR THE COMPLETE CONSTRUCTION OF THE FORT BEND COUNTY COURTHOUSE ANNEX II, TO BE LOCATED IN RICHMOND, TEXAS:

The following bids were presented to Commissioners' Court for review.

		Base Bid	Alt.#1 deduct	Alt.#2 deduct	Alt.#3 deduct	Alt.#4 deduct
A)	BRAE BURN CONST.	5,519,000	14,000	32,000	32,000	32,000
B)	CAHABA CONST.	5,870,000	12,000	38,000	38,000	38,000
C)	E.E. REED CONST.	5,336,000	13,000	26,900	26,900	26,000
D)	FULSHEAR CORP.	5,395,000 (ded.$10,000)	15,200	35,200	35,200	35,200
E)	GENE D. LIGIN, INC.	5,290,000	14,000	33,000	33,000	33,000
F)	GRAY CONST.	5,565,000	9,500	34,000	34,000	34,000
G)	LAWSON-AVILA	5,419,000	100	38,450	38,450	38,450
H)	LEBCO CONST.	5,265,600	13,676	33,836	33,836	33,836
I)	MINER-DEDERICK CONST.	5,424,000	12,700	31,000	31,000	31,000
J)	ROBERT E. KCKEE	5,525,000	4,000	34,000	34,000	34,000
K)	TELLEPSEN CORP.	5,629,000	12,000	34,000	34,000	34,000
L)	WARRIOR BUILDERS	5,620,000	12,700	36,000	35,000	35,000

35. ADJOURNMENT:

Commissioners' Court adjourned at 1:50 p.m. Wednesday, June 3, 1987.

(33) 02484

BID TABULATION - - FORT BEND COUNTY COURTHOUSE ANNEX II - - RICHMOND, TEXAS -- WEDNESDAY, JUNE 3, 1987 -- 1:30 P.M. (CDT) -- CHRISTOPHER DI STEFANO & ASSOC., ARCHITECTS, INC.

CONTRACTOR	BASE BID	ALT. #1 (DEDUCT)	ALT. #2 (DEDUCT)	ALT. #3 (DEDUCT)	ALT. #4 (DEDUCT)	BID SECURITY	CALENDAR DAYS	ADDENDUM #1	ADDENDUM #2
BRAE BURN CONST.	5,519,000	14,000	32,000	32,000	32,000		450	✓	✓
CAHABA CONST.	5,870,000	12,000	38,000	38,000	38,000		540	✓	✓
E.E. REED CONST.	5,336,000	13,000	26,900	26,900	26,900		365	✓	✓
• FULSHEAR CORP.	5,395,000 / 10,000	15,200	35,200	35,200	35,200		400	✓	✓
GENE D. LIGIN, INC.	5,290,000	14,000	33,000	33,000	33,000		425	✓	✓
GRAY CONSTRUCTION	5,565,000	9,500	34,000	34,000	34,000		425	✓	✓
LAWSON-AVILA CONST.	5,419,000	$100.00	38,450	38,450	38,450		390	✓	✓
LEBCO CONSTRUCTORS	5,265,600.00	13,676	33,836	33,836	33,836		450	✓	✓
MINER-DEDERICK CONSTR.	5,424,000.00	12,700	31,000	31,000	31,000		365	✓	✓
ROBERT E. McKEE, INC.	5,525,000	4,000	34,000	34,000	34,000		360	✓	✓
TELLEPSEN CORP.	5,629,000	12,000	34,000	34,000	34,000		300	✓	✓
WARRIOR BUILDERS	5,620,000	12,700	36,000	35,000	35,000		485	✓	✓

ALT. #1: Change insulated glass to float glass.
ALT. #2: Delete certain construction at 4th floor.
ALT. #3: Delete certain construction at 6th floor.
ALT. #4: Delete certain construction at 7th floor.

REMARKS:

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 1ST day of June, 1987 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 _____, Seconded by Commissioner _____, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

**********APPROVED**********

County Auditor

Date: 1 June 1987

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 1ST day of JUNE, 1987 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. TAKE NECESSARY ACTION TO ACQUIRE REMAINING RIGHT-OF-WAY ON RABBS BAYOU:

   Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Civil Assistant District Attorney to proceed with condemnation action on acquiring remaining right-of-way on Rabbs Bayou.

2. CONSIDER ACCEPTING DRAINAGE EASEMENT ON HOGGS BAYOU FROM DR. JERRY ARGOVITZ AND DR. ADAM WOLSKI:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is rodered to accept drainage easement on Hoggs Bayou from Dr. Jerry Argovitz and Dr. Adam Wolski. (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 2:00 p.m. Monday, June 1, 1987.

8732455

WARRANTY DEED

~~1949~~ 92502487

AS PER ORIGINAL

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AS PER ORIGINAL

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THE STATE OF TEXAS X

COUNTY OF FORT BEND X

KNOW ALL MEN BY THESE PRESENT

That we, Dr. Jerry A. Argovitz, Trustee and Dr. Adam Wolski, Trustee of Houston, County of Harris and State of Texas for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, have GRANTED SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Fort Bend County Drainage District of the County of Fort Bend and State of Texas, all of the following described real property in Fort Bend County, Texas, to-wit:

A strip of land 180' in width, being 90 feet, extending at right angles on each side of the following line and course across said land, to-wit:

Beginning at the intersection of the centerline of Hoggs Bayou and the Northerly boundary line of the Jerry A. Argovitz 2011.371 acre tract of land in the Edward Robertson Survey, Abstract 80, in Fort Bend County, Texas;

Thence downstream along the various meanders of the centerline or thread of Hoggs Bayou 1,000 feet to a point (from this point downstream the District shall have an easement 200 feet in width, being 100 feet parallel and adjacent to both sides of the centerline);

Thence continue downstream along the various meanders of said centerline to intersect the Southerly boundary of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

The Grantor reserves unto himself, his successors, heirs, or assigns, the right to lay, construct, maintain drains, sewers, water pipes in, across, upon and over the above described property, with the additional right to enter upon the real property to repair and maintain whenever or wherever such repair and maintenance shall be necessary and the right at any time to tie into existing drainage systems.

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 agrees during the life of this deed to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said 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.

return to Elida DDB 6/1/87

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AS PER ORIGINAL
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The District agrees to construct and maintain in good repair two (2) low water crossings during the life of this deed.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this deed, provided however, that during the life of this deed no mining or drilling operations shall be conducted upon the surface of the area included in the 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 purpose 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 helf by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its heirs and assigns forever; and we do hereby bind our heirs executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 27th day of April, A.D. 1987.

Dr. Jerry A. Argovitz, Trustee

Adam Wolski, M.D. - Trustee

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME Joanne R Einhorn, in and for Harris County, Texas, on this day personally appeared JERRY A. ARGOVITZ, TRUSTEE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 27th day of April, A.D. 1987

JOANNE R. EINHORN
Notary Public, State of Texas
My Commission Expires February 8, 1988
Bonded By Lovett Agency, Lawyers Surety Corp.

****

THE STATE OF TEXAS X
COUNTY OF Harris X

BEFORE ME Adam Wolski, in and for County, Texas, on this day personally appeared Adam Wolski, ~~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 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 30th day of April, A.D. 1987

Margie Reed

02489

0032

1949 927

THE STATE OF TEXAS

COUNTY OF HARRIS

AS PER ORIGINAL

BEFORE ME, the undersigned authority, on this day personally appeared ADAM WOLSKI, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this the 30th day of April, A.D., 1987.

Notary Public in and for
The State of Texas
My commission expires: 7/87
Notary's Printed Name: Marge Reed

FILED

'87 JUN -1 P4:14

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JUN 3 1987

Dianne Wilson
County Clerk, Fort Bend Co., Tex.

Return to
Drainage District

02489-A

32

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JULY 14, 19 87.

STARTING WITH
FILM CODE NO. vol.0032pg.02366

ENDING WITH
FILM CODE NO. vol.0032pg.2489

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

02489-B

32

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF JULY, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 02490.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM
DEPUTY

02490

AS PER ORIGINAL

0032

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 8, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of June 1, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Constable Richard Pring, Precinct 4, re: approval of reserve deputies--Larry Paul Stockton and Michael Joachin, and approve bonds & oaths for same.

6. Kathy Hynson, County Treasurer, re: rebudget reimbursement from Disaster Recovery Seminar into conferences line item.

7. Consider approval of proposed ADEA schedule for Group Term Life and/or AD&D benefits reducing at age 65.

8. Approve inducement resolution by Fort Bend County Health Facilities Development Corp. for Texas Geriatric Foundation.

9. Consider accepting road in ~~Williams~~ Bob White LANE Andrews League into the County road maintenance system in Precinct 4.

10. Marsha Gaines, Tax Assessor/Collector, re: (1) presentation of corrected 1987 Preliminary Tax Roll as of June 3rd; (2) removal of Safeway Store #988 from approved list of stores selling registration stickers; & (3) approval of auto dealer bond #18001701 for Joe Denton Buick Co.

11. Advertise for bids for pickup trucks with 10-day delivery.

12. Accept bids for the following: (1) coveralls/uniforms for inmates 14. (#87-39); & (2) photographic equipment for the Sheriff's Dept. (#87-40).

13. 10:00 a.m.- Hold public hearing on replat of Oyster Point, Sections 1, 2, & 3 in Precinct 3 and take action, if necessary.

14. Consider application from Southwestern Bell Telephone to lay cable along Fry Rd. in Precinct 3.

15. Consider application from Houston Pipeline Co. to lay a line across Snake Creek, Ditch 1-C-6, & Ditch 1-C-2 in Precinct 2.

16. Meet in Closed Session to discuss personnel matters regarding consultant for construction of new County annex building, as authorized by Article 6252-17, Sec. 2 (g), V.T.C.S., and take action, if necessary.

17. 11:00 a.m. - Drainage District Board will convene.

18. 1:30 p.m. - Open bids for the following: (1) Road materials, earthen derivative (#87-42); (2) Road materials, petrochemical derivative (#87-43); & (3) Screening plant & conveyor (#87-48).

19. Approve bills.

20. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
JUN 4 1987
Diana Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, June 4, 1987 at 3:00 p.m. by [illegible].

02491
AS PER ORIGINAL

0032

ADDENDUM TO AGENDA
OF MONDAY, JUNE 8, 1987

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following items should be added to the Commissioners Court agenda of Monday, June 8th:

20. ~~1.~~ Amend Indigent Care budget.

21. ~~2.~~ Sheriff Gus George, re: accept list of donated items from Chevron, Inc.

FILED FOR RECORD
TIME 8:55 A.M. P.M.

JUN 5 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Friday, June 5, 1987 at 9:00 a.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 8TH day of JUNE, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

Judge Stavinoha extend his condolences to Mrs. Birdwell & family on the death of Glenn Birdwell.

1. APPROVE MINUTES OF MEETING OF JUNE 1, 1987:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve meeting of June 1, 1987 with corrections to page 5, #27.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with REPUBLIC BANK RICHMOND, FIRST BANC SAVINGS, 1ST NATIONAL ROSENBERG, 1ST CITY. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, 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. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments:

COUNTY EXTENSION AGENT
EMERGENCY MEDICAL SERVICE
DISTRICT ATTORNEY
328TH DISTRICT COURT
TREASURER

5. CONSTABLE RICHARD PRING, PRECINCT 4, RE: APPROVAL OF RESERVE DEPUTIES - LARRY PAUL STOCKTON AND MICHAEL JOACHIN, AND APPROVE BONDS & OATHS FOR SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve LARRY PAUL STOCKTON and MICHAEL JOACHIN, as reserve deputies and approve bonds & oath for same. (Recorded in minutes in full)

Deputy Sherry with Constable Pring's office request approval of reserve deputies, Larry Stockton and Michael Joachin.

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Release $ 2000,000.00,

U.S. Treasury Notes

Receipt # 240596

Due Date 7/31/88.

FORT BEND COUNTY 0032
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Release $ 8,000,000.00,

U.S. Treasury Note

Receipt # 242366

Due Date 11/15/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Release $ 5,000,000.00,

U.S. Treasury Note

Receipt # 239815

Due Date 7/31/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Pledge
~~Release~~ $ 4,000,000

U.S. Treasury Note

Receipt # 249586

Date Due 7/31/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Release $ 3,000,000.00

U.S. Treas. Note

Receipt # 241417

Due Date 8/15/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Republic Bank Richmond

Pledge
~~Release~~ $ 3,000,000

U.S. Treasury Note

Receipt # 249587

Due Date 7/31/88

02494

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH First Bank Savings
Pledge
~~Release~~ $ 100,000,
U.S. Treas Bd
Receipt # 08378
Due Date 11/15/2016

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge
~~Release~~ $ 500,000.00,
U.S. Treas. Note
Receipt # 916784
Due Date 9/30/89

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Release $ 500,000,
U.S. Treas Note
Receipt # 781385
Due Date 7/15/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Pledge
~~Release~~ $ 1,000,000
U.S. Treas Note
Receipt # 955561
Date Due 5/15/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st Natl Rosenberg
Release $ 1,000,000,
U.S. Treas Note
Receipt # 898799
Due Date 11/15/95

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH 1st City Richmond
Release $ 200,000
FHLB Bond
Receipt # 780721
Due Date 5/26/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City

Release $ 200,000,

U.S. Treas Note

Receipt # 789056

Due Date 5/31/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

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 _____

Release $_____

_____

Receipt # _____

Date Due _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____,

_____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release $_____

_____

Receipt # _____

Due Date _____

3 02496

AS PER ORIGINAL

0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 8th day of June, 1987, 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

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on October 20, 1986, the Court heard and approved a budget for the year 1987 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1987, adopted October 20, 1986.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment(s) to said budget are hereby authorized:

Road & Bridge 3 - 049 DEPT.	LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)	
Conferences	0701	3,000.00	4,000.00	1,000.00	(AMP)
Utilities	2000	15,000.00	16,000.00	1,000.00	
Rentals	3020	10,000.00	7,000.00	(3,000.00)	
Tires	7006	24,000.00	25,000.00	1,000.00	

DATE: June 4, 1987

DEPARTMENT HEAD: Alton B. Pressley

Alton B. Pressley - Commissioner, Precinct 3

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

02497

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Shirley M. Brown

Period: Date of Departure June 16, 1987

Date of Return June 19, 1987

Purpose of Trip: Leadership Lab

Places to be Visited: Blinn Junior College, Brenham

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Name

Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02498

AS PER ORIGINAL

0032

RECEIVED JUN 4 1987 COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

RECEIVED JUN 1987 COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

John Royal (only)

Period: Date of Departure 7/19 — Sunday

Date of Return 7/24 — Friday

Purpose of Trip: attend A&M's rescue school

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.)

[signature]
Name

6/4/87
Date

Director of EMS
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

4

AS PER ORIGINAL 02499

0032

COUNTY OF FORT BEND

RECEIVED JUN 1 1987 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ben Janacek

Period: Date of Departure June 29, 1987

Date of Return July 3, 1987

Purpose of Trip: to attend DPS TLETS II school in Austin, Texas

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) personal auto

Name

May 27, 1987
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02506

AS PER ORIGINAL

0032

RECEIVED
JUN 2 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure July 9, 1987

Date of Return July 10, 1987

Purpose of Trip: to attend South Texas College of Law Advanced Family Law Short Course

Places to be Visited: South Texas College of Law

Mode of Transportation (State whether by personal auto, airline, etc.) Auto

Name

Steven W. Valikonis
Magistrate, 328th District Court
Title

6/2/87
Date

* *

Approved: Commissioners' Court

County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

AS PER ORIGINAL 02501

RECEIVED
JUN 3 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Period: Date of Departure 9-20-87

Date of Return 9-25-87

Purpose of Trip: County Treasurer's Association Conference

Places to be Visited: Odessa, TX

Mode of Transportation
(State whether by personal
auto, airline, etc.) Airline

Kathy Hyman
Name

06/02/87
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

(5) 02502

AS PER ORIGINAL

7—B—011

Merchants

TX 386100 0032

BONDING CO.
— Mutual —

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Larry Stockton, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Pring, his successors in office, in the sum of[2] Two Thousand---------- ($ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1 day of June, 19 87, duly Appointed (Elected - Appointed) to the office of Reserve Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Reserve Deputy aforesaid, and shall[4]

then this obligation to be void, otherwise to remain in full force and effect.

Dated this 1 day of June, 19 87

Principal

MERCHANTS BONDING CO. (Mutual)
By
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared ~~Larry Stockton~~ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 1 day of June, 19 87.

SEAL.

FOrt Bend County, Texas.

273—CP—1000

AS PER ORIGINAL 5 02593

7—B—011

0032

TX 386099

Merchants BONDING CO. — Mutual —

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Mike Joachim, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Constable Pring, his successors in office, in the sum of[2] Two Thousand & NO/100---------- ($ 2,000) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than $10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the Twentieth day of May, 19 87, duly appointed (Elected - Appointed) to the office of Reserve Deputy in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Reserve Deputy aforesaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this Twentieth day of May, 19 87.

Mike Joachim
Mike Joachim — Principal

MERCHANTS BONDING CO. (Mutual)
By [signature] — Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared Mike Joachim known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this Twentieth day of May, 19 87.

Stan Migura

SEAL — Fort Bend County, Texas.

273—CP—1000

return to bond file

6. KATHY HYNSON, COUNTY TREASURER, RE: REBUDGET REIMBURSEMENT FROM DISASTER RECOVERY SEMINAR INTO CONFERENCES LINE ITEM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to rebudget $207.72 from Disaster Recovery Seminar into conferences line item. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF PROPOSED ADEA SCHEDULE FOR GROUP TERM LIFE AND/OR AD&D BENEFITS REDUCING AT AGE 65:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve ADEA schedule for group Group Term Life and AD&D benefits reducing at age 65. (Recorded in minutes in full)

Kathy Hynson, County Treasurer, request approval of proposed ADEA schedule for Group Term Life and AD&D benefits reducing at age 65.

8. APPROVE INDUCEMENT RESOLUTION BY FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORP. FOR TEXAS GERIATRIC FOUNDATION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve inducement resolution by Fort Bend County Health Facilities Development Corp. for Texas Geriatric Foundation in the amount of 4.2 million.

Barbara Picksall with Fort Bend County Health Facilities Corp. request approval of inducement resolution.

9. CONSIDER ACCEPTING ROAD - BOB WHITE LANE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept BOB WHITE LANE into the County Road maintenance system in Precinct 4.

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) PRESENTATION OF CORRECTED 1987 PRELIMINARY TAX ROLL AS OF JUNE 3RD; (2) REMOVAL OF SAFEWAY STORE #988 FROM APPROVED LIST OF STORES SELLING REGISTRATION STICKERS; & (3) APPROVAL OF AUTO DEALER BOND #18001701 FOR JOE DENTON BUICK CO.:

Presentation of corrected 1987 preliminary tax roll as of June 3:

Marsha Gaines, Tax Assessor/Collector presented corrected 1987 preliminary tax roll as of June 3, new total is 8,026,780,521.00.

Removal of Safeway Store #988 from approved list of stores selling registration stickers:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to remove Safeway Store #988 from approved list of stores selling registration stickers.

Approval of auto dealer bond #18001701 for Joe Denton Buick Co.:

Postponed

11. ADVERTISE FOR BIDS FOR PICKUP TRUCKS WITH 10-DAY DELIVERY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for pickup

02505
#6

AS PER ORIGINAL

0032

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Gale Hyde

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 207.72 CASH _____ CHECK # 0853139

DESCRIPTION:

Reimbursement for Disaster Recovery Seminar Expense

TEMP. EMERGENCY RELIEF PROGRAM	04	LTD TAX JAIL BDS SERIES '79	58
DA U R E S A FUND	05	UTRB SERIES 62-66	60
DA BAD CK COLLECTION FEE ACCT	06	CJPF	68
ENTEX CONTRIBUTION FUND	07	DEPT. OF PUBLIC SAFETY FEE FD	72
ROAD AND BRIDGE"	08	VOTER REGISTRATION FUND	74
ROAD AND BRIDGE PCT. #1	0801	FBC TAX COLLECTORS FUND	78
ROAD AND BRIDGE PCT. #2	0802	LEOSE	82
ROAD AND BRIDGE PCT. #3	0803	FBC DRG DIST DRY CRK BRIDGE FD	94
ROAD AND BRIDGE PCT. #4	0804	FBC JUVENILE PROBATION	96
H. L. & P. ASSISTANCE FUND	09	ADULT PROB. I. S. P.	97
GENERAL	10 207.72	INSURANCE ESCROW	98
FARM TO MARKET AND LATERAL RD.	12	FBC DISTRICT ADULT PROBATION	99
LATERAL ROAD	14		
BAIL BOND SECURITIES FUND	15		
COUNTY LAW LIBRARY	16		
FICA RECOVERY FUND	17		
LAW ENFORCEMENT ACADEMY FUND	18		
RABBS BAYOU FUND	19		
CAPITAL IMPROVEMENTS	21		
ROAD BOND AVAILABLE FUND	22		
BRISCOE CANAL FLUME CROSSING	23		
LIBRARY BUILDING AVAILABLE	24		
LOWER OYSTER CREEK FUND	25		
TARA ROAD FUND PCT 1	27		
AMBULANCE PARAMEDICS	28		
MARGINE PUSTKA MEMORIAL FUND	29		
D A SUPPLEMENTAL SALARY	30		
MARY E. GRILLO MEMORIAL FUND	31		
LIBRARY DONATION ACCOUNT	32		
DRAINAGE DISTRICT MAINT. AVAIL	34		
MISSION WEST PARK PCT #3	36		
REVENUE SHARING	44		
FBC PAYROLL FUND	50		
CVCF	52		
CTHSE IMPROV CERT OF OBLG	56		

RICHMOND, TEXAS June 1 ~~May 29~~, 19 87

Rec'd May 29, 1987

I have received from the above named person the sum of

Two Hundred Seven and 72/100 Dollars ($ 207.72)

which I have this day accepted for deposit to the above mentioned fund.

N2 013312

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By C. Hyde
DEPUTY TREASURER

Schedule of Life Benefits presently in effect:

Age of Insured	Insurance Level	AD & D terminates at age 70
0 - 60	100%	
60 - 64	100%	
65 - 69	65%	
70 - 74	25%	
75 - 79	25%	
80 - 84	25%	
85 or over	25%	

Proposed ADEA (Age Discrimination in Employment Amendments of 1986) schedule A1 for Group Term Life and/or Accidental Death and Dismemberment Benefits

Age of Insured	Insurance Level	AD & D extended to 85 or over
0 - 60	100%	
61 - 64	100%	
65 - 69	65%	
70 - 74	45%	
75 - 79	35%	
80 - 84	30%	
85 or Over	25%	

Proposed ADEA schedule A1 for Group Term Life and/or Accidental Death and Dismemberment Benefits - Extension of Benefits - Prior to Age 60

Age of Insured	Extended Benefit Level	Extension of Benefits now terminates at age 60 DISABILITY
0 - 60	To age 65	
60 - 64	one year	
65 - 69	6 months	
70 - 74	3 months	
75 - 79	1 month	
80 - 84	1 month	
85 or over	1 month	

APPROVAL BY FORT BEND COUNTY COMMISSIONERS COURT OF AN INDUCEMENT RESOLUTION BY FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

WHEREAS, the Fort Bend County Health Facilities Development Corporation (the "Issuer") was created under the auspices of the Commissioners Court of Fort Bend County, Texas (the "Unit") pursuant to the Health Facilities Development Act, Article 1528j, Vernon's Annotated Texas Civil Statutes, as amended (the "Act");

WHEREAS, the board of directors (the "Board") of the Issuer has adopted a "Resolution Concerning Issuance of Bonds to Finance Projects for Tyler Retirement Living Foundation d/b/a Texas Geriatric Foundation, on May 28, 1987, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, pursuant to the Bylaws of the Issuer, the Issuer has submitted the Resolution for approval by the Commissioners Court of Fort Bend County, Texas; and

WHEREAS, the undersigned County Judge of Fort Bend County, Texas; finds and declares that the action of the Board adopting 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;

THEREFORE, THE UNDERSIGNED COUNTY JUDGE OF FORT BEND COUNTY, TEXAS ON BEHALF OF FORT BEND COUNTY, TEXAS, HEREBY:

1. Specifically approves, pursuant to the Bylaws of the Issuer, the Resolution, as adopted by the Board.

8th IN WITNESS WHEREOF, I have affixed my hand and seal this day of June, 1987.

Judie E. Olavinola
County Judge of Fort Bend County

(SEAL)

EXHIBITS:

A - Resolution of the Issuer

KMM099/B

0032 9 02508

8734379

1951 2447

AS PER ORIGINAL

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND §

That I/We ANDREW C. BRISCOE, JR. and wife, HAZEL FULLER BRISCOE,

of the County of Fort Bend, and the State of Texas, hereinafter called "Grantor", being the owner(s) of the property described hereinbelow, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the COUNTY OF FORT BEND, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "Grantee") the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD, TRANSFERRED, RELEASED and FOREVER QUITCLAIMED, and by these presents does hereby GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, its successors and assigns, an easement for right-of-way and road purposes on, over, in and across the following described land, situated in said County of Fort Bend and State of Texas, and described as follows, to wit:

As specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the said Grantee, its successors and assigns to be used as a public road forever; and Grantee, its successors and assigns shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of constructing, removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

EXECUTED this the 1st day of June, 1987.

Andrew C Briscoe
ANDREW C. BRISCOE, JR.

Hazel Fuller Briscoe
HAZEL FULLER BRISCOE

orig. given to Judge
return to Elec. 6/8/87

1951 2448

02508 A
0032

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANDREW C. BRISCOE, JR. and HAZEL FULLER BRISCOE

known to me to be the persons whose names ~~is~~/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, 1987.

Donna Scheffer

Notary Public, State of Texas

My commission expires: _____

(print or type name)

NOTARY PUBLIC STATE OF TEXAS

DONNA SCHEFFER
Notary Public, State of Texas
My Commission Expires 9-24-88

EXHIBIT "A"

A Field Note Description of a 5.522 Acre Road Easement Tract off a portion of the Easterly line of a Call 210, more or less, Acre Tract of Land (Vol. 811, Pg. 697; Deed Records) William Andrews League, Abstract #3, Fort Bend County, Texas.

Beginning at an iron pipe found in the South line of State Farm Market #359 marking the Northeast corner of said 210, more or less, Acre Tract of Land and the Northeast corner of said 5.522 Acre Road Easement Tract;

THENCE, South 01 deg. West, along the East line of said 210, more or less, Acre Tract, 3904.28 feet to a point of curve to the right;

THENCE, with said curve to the right, being a 50 foot radius cul-de-sac of said road with the following data:
Delta = 207 deg. 39' 50"
Radius = 50 feet;
Length = 181.22 feet to a point of termination of this 50 foot radius and beginning point of 300 foot radius to the left;

THENCE, along said curve to the left with the following data:
Delta = 27 deg. 39' 50"
Radius = 300 feet;
Length = 144.85 feet to point of tangent of said curve;

THENCE, North 01 deg. East, along a line 60 feet West of and parallel to the East line of said 210, more or less, Acre Tract, 3740.25 feet to a point for the Northwest corner of this 5.522 Acre Road Easement Tract;

THENCE, North 89 deg. 32' 20" East, along the South line of said State Farm Market Road, 60.02 feet to the Place of Beginning and containing 5.522 Acres of Land.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED SURVEYOR

Registered Public Surveyor #1535

FILED

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

103/5.522

'87 JUN -9 A10:18

JUN 11 1987

COUNTY CLERK
FORT BEND COUNTY TEXAS

County Clerk, Fort Bend Co., Tex.

8734380

02510
1951 2450

0032

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND §

That I/We DAVID K. PHILLIPS and wife, CHERYL ANN PHILLIPS

of the County of Fort Bend, and the State of Texas, hereinafter called "Grantor", being the owner(s) of the property described hereinbelow, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the COUNTY OF FORT BEND, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "Grantee") the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD, TRANSFERRED, RELEASED and FOREVER QUITCLAIMED, and by these presents does hereby GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, its successors and assigns, an easement for right-of-way and road purposes on, over, in and across the following described land, situated in said County of Fort Bend and State of Texas, and described as follows, to wit:

As specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the said Grantee, its successors and assigns to be used as a public road forever; and Grantee, its successors and assigns shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of constructing, removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

EXECUTED this the 4th day of June, 1987.

DAVID K. PHILLIPS

CHERYL ANN PHILLIPS

Orig. given to Judge

1951 2451

02510A
0032

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAVID K. PHILLIPS and CHERYL ANN PHILLIPS

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 for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of June, 1987.

Kathleen F. Cortello

Notary Public, State of Texas

My commission expires: 08-14-88

(print or type name)

NOTARY PUBLIC STATE OF TEXAS

KATHLEEN F. CORTELLO
Notary Public, State of Texas
My Commission Expires 8-14-88

EXHIBIT "A"

A Field Note Description of a 5.522 Acre Road Easement Tract off a portion of the Easterly line of a Call 210, more or less, Acre Tract of Land (Vol. 811, Pg. 697; Deed Records) William Andrews League, Abstract #3, Fort Bend County, Texas.

Beginning at an iron pipe found in the South line of State Farm Market #359 marking the Northeast corner of said 210, more or less, Acre Tract of Land and the Northeast corner of said 5.522 Acre Road Easement Tract;

THENCE, South 01 deg. West, along the East line of said 210, more or less, Acre Tract, 3904.28 feet to a point of curve to the right;

THENCE, with said curve to the right, being a 50 foot radius cul-de-sac of said road with the following data:
Delta = 207 deg. 39' 50"
Radius = 50 feet;
Length = 181.22 feet to a point of termination of this 50 foot radius and beginning point of 300 foot radius to the left;

THENCE, along said curve to the left with the following data:
Delta = 27 deg. 39' 50"
Radius = 300 feet;
Length = 144.85 feet to point of tangent of said curve;

THENCE, North 01 deg. East, along a line 60 feet West of and parallel to the East line of said 210, more or less, Acre Tract, 3740.25 feet to a point for the Northwest corner of this 5.522 Acre Road Easement Tract;

THENCE, North 89 deg. 32' 20" East, along the South line of said State Farm Market Road, 60.02 feet to the Place of Beginning and containing 5.522 Acres of Land.

STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED SURVEYOR

Registered Public Surveyor #1535

103/5.522

FILED

'87 JUN -9 A10:18

COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Tx. as stamped hereon by me

JUN 11 1987

County Clerk, Fort Bend Co., Tex.

8734381

1951 2453

02512

0032

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND §

That I/We JOE GRILLO, JR. and wife, JANET C. GRILLO

of the County of Fort Bend, and the State of Texas, hereinafter called "Grantor", being the owner(s) of the property described hereinbelow, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by the COUNTY OF FORT BEND, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "Grantee") the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD, TRANSFERRED, RELEASED and FOREVER QUITCLAIMED, and by these presents does hereby GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, its successors and assigns, an easement for right-of-way and road purposes on, over, in and across the following described land, situated in said County of Fort Bend and State of Texas, and described as follows, to wit:

As specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the above described property and premises unto the said Grantee, its successors and assigns to be used as a public road forever; and Grantee, its successors and assigns shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of constructing, removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

EXECUTED this the 1st day of June, 1987.

Joe Grillo Jr.

JOE GRILLO, JR.

Janet C. Grillo

JANET C. GRILLO

Orig. given to Judge

02513

0632

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOE GRILLO, JR. and JANET C. GRILLO

known to me to be the persons whose names ~~is~~/are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, 1987.

Donna Scheffer

Notary Public, State of Texas

My commission expires: _____

(print or type name)

NOTARY PUBLIC STATE OF TEXAS

DONNA SCHEFFER
Notary Public, State of Texas
My Commission Expires 9-24-88

EXHIBIT "A"

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Radius = 50 feet;
Length = 181.22 feet to a point of termination of this 50 foot radius and beginning point of 300 foot radius to the left;

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STATE OF TEXAS
FRANKLIN R. SCHODEK
1535
REGISTERED SURVEYOR

Registered Public Surveyor #1535

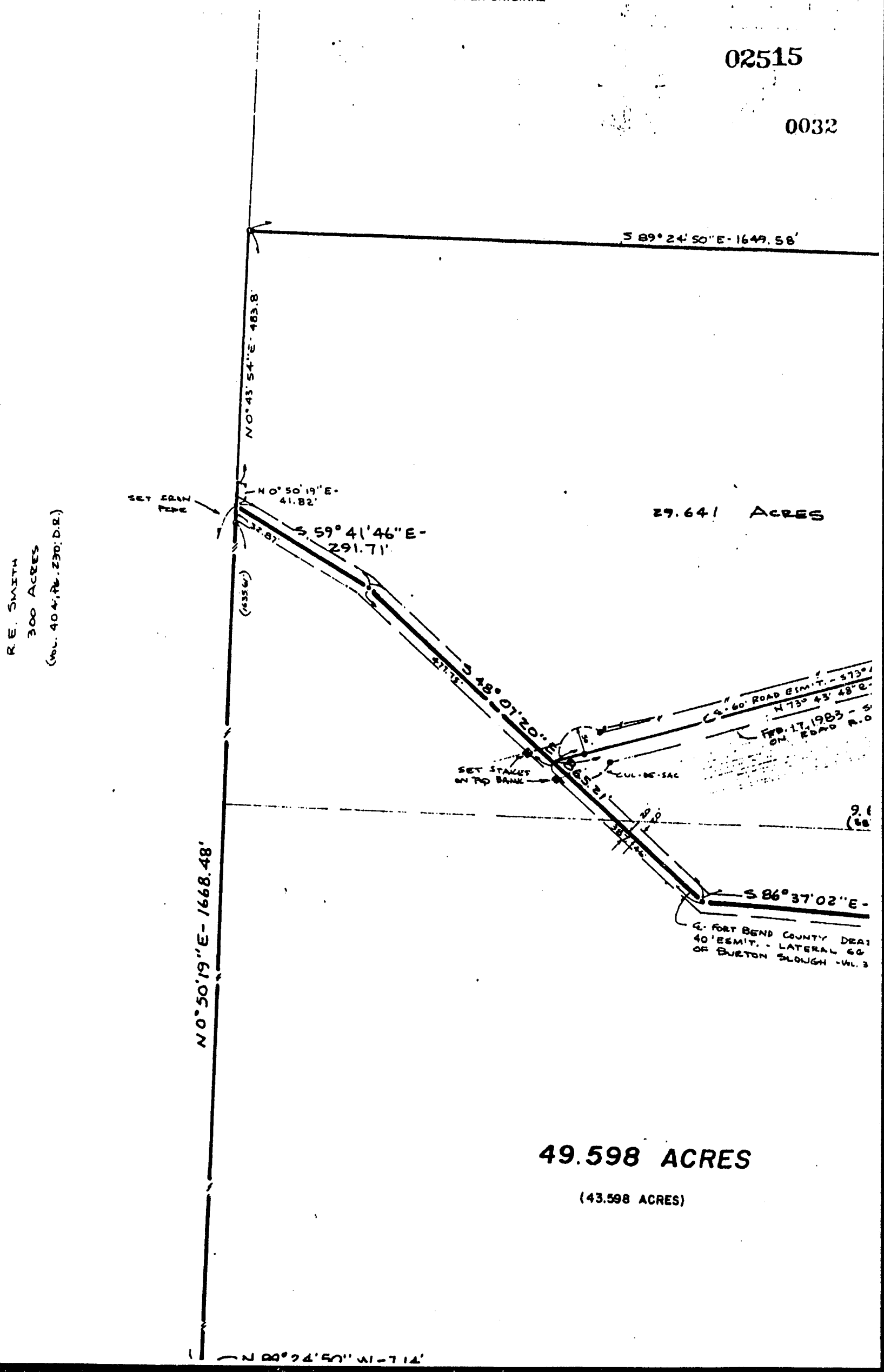
103/5.522

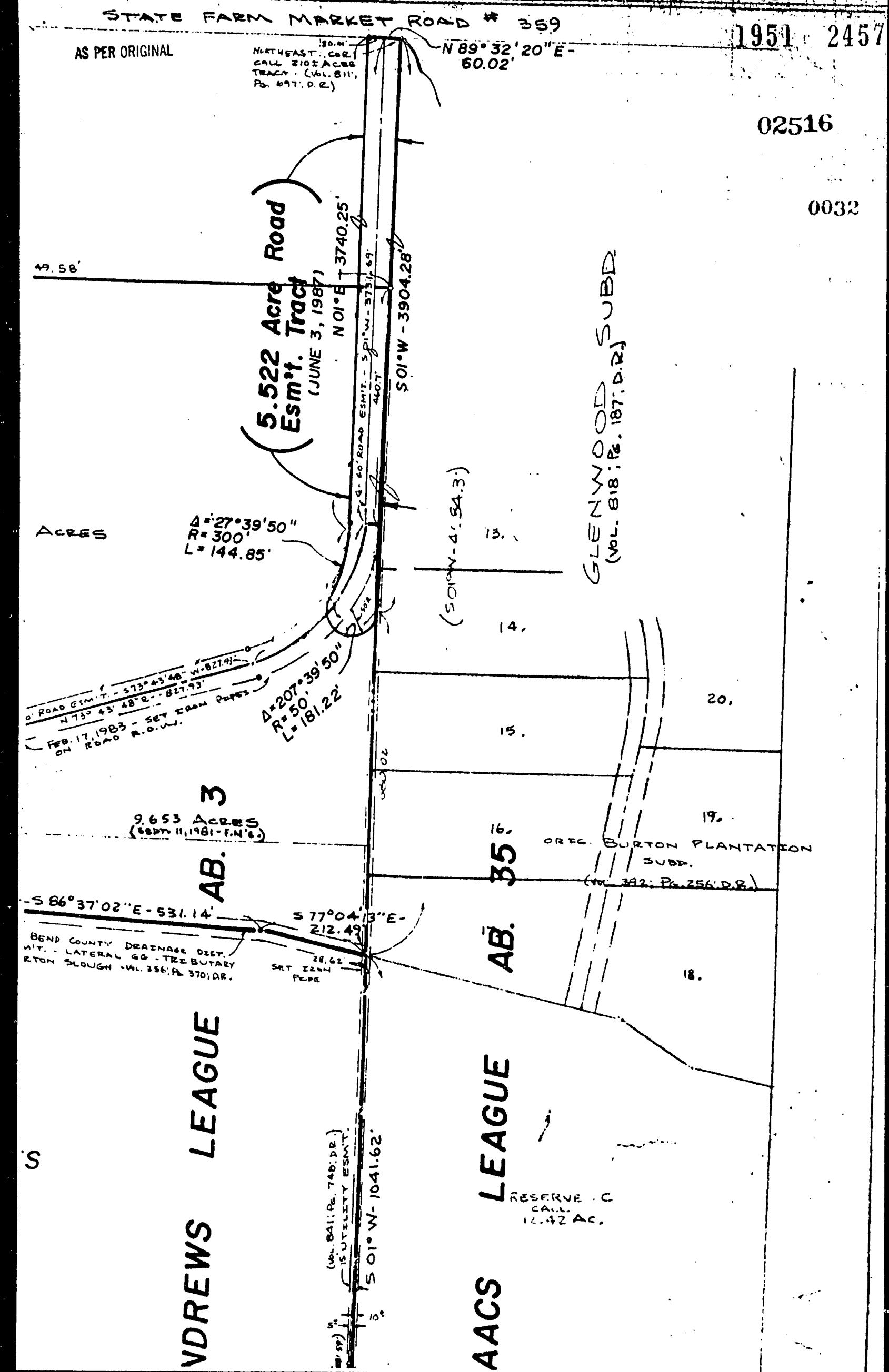
AS PER ORIGINAL

STAT

02515

0032

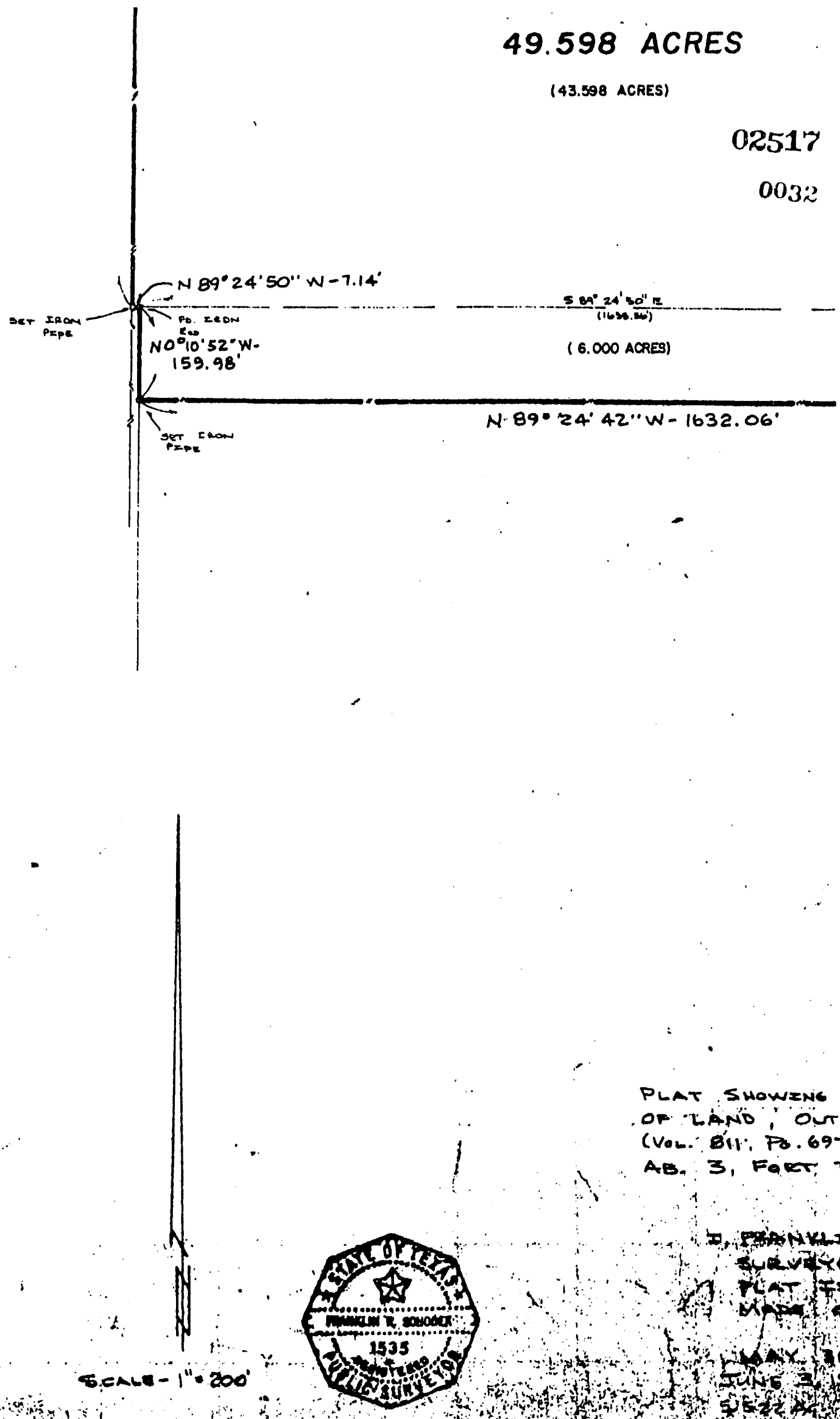




STATE FARM MARKET ROAD # 359
1951 2457
AS PER ORIGINAL
02516
0032
NORTHEAST CORR. CALL 210± ACRE TRACT (VOL. 811, PG. 697, D.R.)
N 89° 32' 20" E - 60.02'
5.522 Acre Road Esm't. Tract (JUNE 3, 1987)
N 01° E - 3740.25'
S 01° W - 3904.28'
49.58'
GLENWOOD SUBD (VOL. 818; PG. 187; D.R.)
ACRES
Δ = 27° 39' 50"
R = 300'
L = 144.85'
(S 01° W - 4.34.3)
13.
14.
15.
16.
19.
20.
18.
Δ = 207° 39' 50"
R = 50'
L = 181.22'
FEB. 17, 1983 - SET IRON PIPES ON ROAD R.O.W.
9.653 ACRES (SEPT. 11, 1981 - F.N.'S.)
ORIG. BURTON PLANTATION SUBD. (VOL. 392; PG. 256; D.R.)
S 86° 37' 02" E - 531.14'
S 77° 04' 13" E - 212.49'
BEND COUNTY DRAINAGE DIST. M'T. - LATERAL GG - TRIBUTARY RTON SLOUGH - VOL. 356; PG. 370; D.R.
28.62
SET IRON PIPE
AB. 3
AB. 35
LEAGUE
LEAGUE
VDREWS
AACS
RESERVE C CALL 16.42 AC.
(VOL. 841; PG. 748; D.R.) 15' UTILITY ESM'T.
S 01° W - 1041.62'

1951 2458

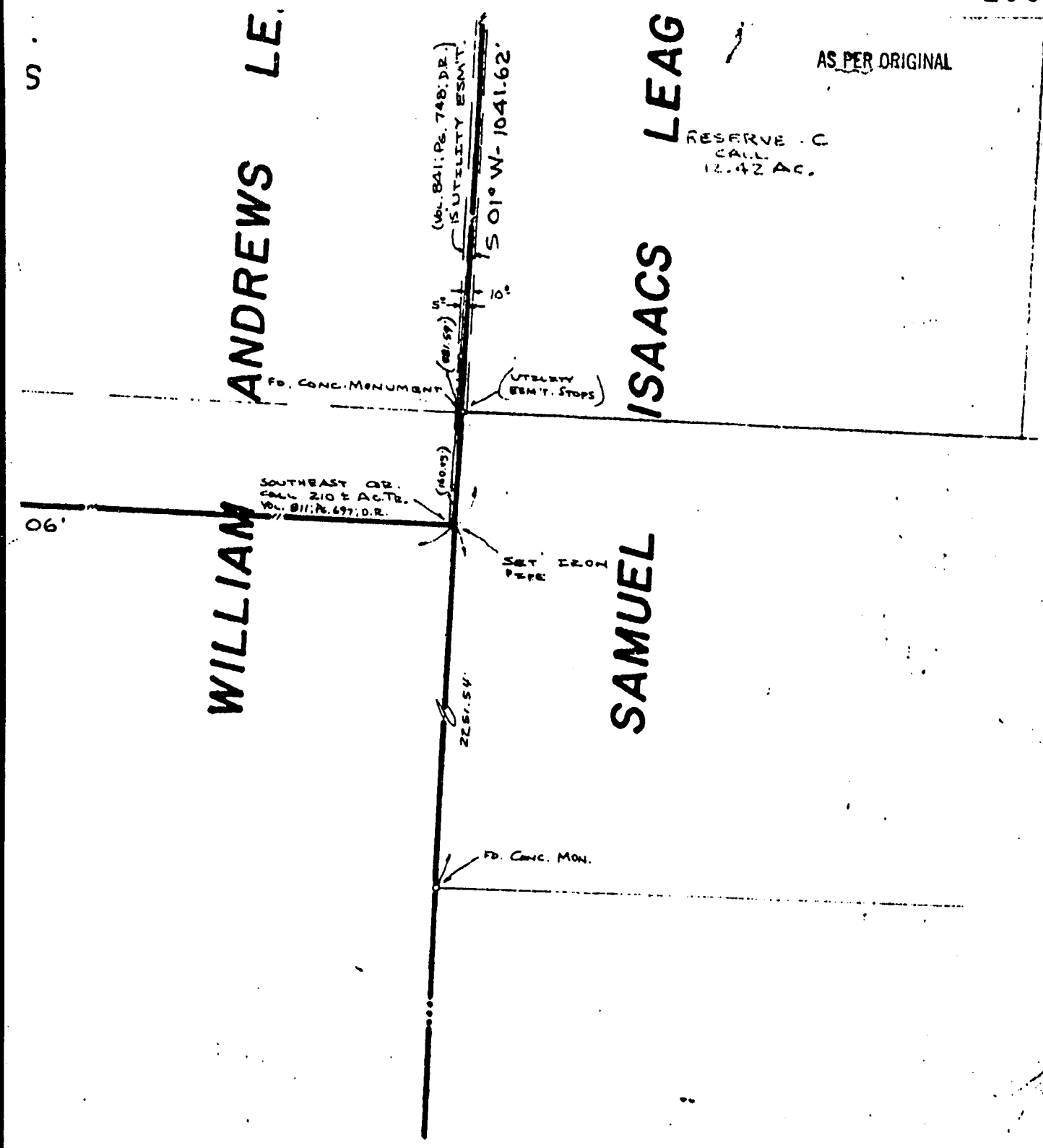
AS PER ORIGINAL



AS PER ORIGINAL

02518

0032



WING SURVEY OF A 49.598 ACRE TRACT
, OUT OF A CALL 210 ± ACRE TRACT,
PG. 697; D.R.), WILLIAM ANDREWS LEAGUE,
ORT BEND COUNTY, TEXAS.

ANKLIN R. SCHODEK, A REGISTERED PUBLIC
RVEYOR, DO HEREBY CERTIFY THAT THIS
AT IS A TRUE RECORD OF A SURVEY, AS
DE ON THE GROUND.

AY 30, 1980
E 3, 1987 - SIGNED: Franklin R. Schodek
2 AC. RD. ESM'T. TR.

STATISTICAL DATA

1986 Value		1987 Preliminary Value AS OF May 26, 1987		1987 Preliminary Value AS OF June 4, 1987	
Certified Value	$8,612,250,332.00	Preliminary Value	$8,618,129,961.00	Preliminary Value	$8,046,781,521.00
Intangible/ Rolling Stock	11,482,235.00	Est. Intangible/ Rolling Stock	11,482,235.00	Est. Intangible/ Rolling Stock	11,482,235.00
Total Value	$8,623,732,567.00	Total Value	$8,629,612,196.00	Total Value	$8,058,263,756.00
X 1986 Tax Rate	.3925	X 1986 Tax Rate	.3925	X 1986 Tax Rate	.3925
Tax Base	$ 33,848,150.33	Tax Base	$ 33,871,227.87	Tax Base	$ 31,628,685.25
95% Collections	$ 32,155,742.81	95% Collections	$ 32,177,666.48	95% Collections	$ 30,047,250.98

trucks with 10-day delivery.

12. ACCEPT BIDS FOR THE FOLLOWING: (1) COVERALLS/UNIFORMS FOR INMATES 14. (#87-39); (2) PHOTOGRAPHIC EQUIPMENT FOR THE SHERIFF'S DEPT (#87-40):

Accept bid for coverall/uniforms for inmates 14:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to GEORGE WERNICK & ASSOC. for 300 pair of tan coverall in the amount of $3,555.00. (Recorded in minutes in full)

Accept bid for photographic equipment for the Sheriff's Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to REJECT all bids for photographic equipment for the Sheriff's Dept. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 9:40 a.m.

RECONVENE:

Commissioners' Court reconvened at 10:00 a.m.

13. 10:00 A.M.- HOLD PUBLIC HEARING ON REPLAT OF OYSTER POINT, SECTIONS 1, 2, & 3 IN PRECINCT 3 AND TAKE ACTION, IF NECESSARY:

Randy Riley, with Lichliter Jameson & Associates, representing Lexington Development discuss the purpose of replat.

Mr. Richard Turnbull, President of Sugarwood Community Association supports replat of Oyster Point, Section 1, 2 & 3.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to close Public Hearing.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of Oyster Point, Section 1, 2 & 3. Replat, Tax Statements, Bond & Agreement were presented to Commissioners' Court. (Recorded in minutes in full)

14. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG FRY RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable along Fry Rd. in Precinct 3. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM HOUSTON PIPELINE CO. TO LAY A LINE ACROSS SNAKE CREEK, DITCH 1-C-6, & DITCH 1-C-2 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Houston Pipeline Co. to lay a line across Snake Creek, Ditch 1-C-6, & Ditch 1-C-2 in Precinct 2. (Recorded in minutes in full)

RECESSED:

Commissioners' Court recessed at 10:10 a.m.

12 (1)

02521

AS PER ORIGINAL

0032

INMATE COVERALLS/UNIFORMS
BID #87-39

COMPANY	TOTAL BID PRICE
*GEORGE WERNICK & ASSOC.	$3,555.00

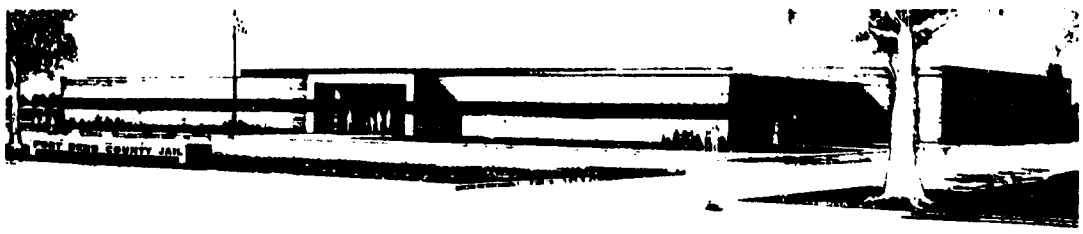
*BID IS FOR 300 PAIR OF TAN COVERALLS ONLY. CAN NOT BID ON THE OTHER UNIFORMS.

12(2)

02522

0032

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

RECEIVED
'87 JUN -5 A7:56
PUR[illegible]
FORT BEND COUNTY

June 4,1987

Mr. John Hammett
Purchasing Agent
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Mr. Hammett,

It is requested that the bids for the camera equipment be rejected.

The bid from Cameras, Unlimited does not meet specifications and the bid from Fondren Camera, Inc. exceeds the amount of funds that were budgeted for this purpose.

Your attention in this matter will be greatly appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj

THE STATE OF TEXAS

COUNTY OF FORT BEND

PAVEMENT AGREEMENT FOR OYSTER POINT

SECTIONS 1, 2 AND 3 (REPLAT)

This Agreement is made by and between Fort Bend County, Texas (hereinafter referred to as "County") and LEXINGTON DEVELOPMENT COMPANY, A TEXAS LIMITED PARTNERSHIP (hereinafter referred to as "Developer") acting by and through C. Robert Woolsey, Attorney-in-Fact, a duly authorized agent of Lexington Development Company.

WHEREAS, Developer desires to deviate from the standard paving requirements of County by using bomanite paving in Sections 1, 2 and 3, Oyster Point Subdivision (Replat), Fort Bend County, Texas; and,

WHEREAS, County desires to be assured that the paving in said Sections 1, 2 and 3, Oyster Point Subdivision (Replat) will be maintained to county standards at all times by Developer;

and,

WHEREAS, County further desires not to be held liable and responsible for the maintenance of any said bomanite paving in Sections 1, 2 and 3, Oyster Point Subdivision (Replat).

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. As an approved deviation to County paving standards, Developer may include bomanite paving in Sections 1, 2 and 3, Oyster Point Subdivision (Replat) at no expense or liability to the County. Developer shall bear the full cost and expense in the maintenance of said bomanite paving.

2. Developer, through its own initiative or by written request from County, shall cause the proper restoration of deficiencies which may occur from time to time in the bomanite paving and pigmentation of the standard paving sections in the subdivisions indicated above. Developer shall be solely responsible for maintaining the pigmentation of the paving sections in good repair and shall not look to County for any remuneration in this effort.

3. Developer shall obtain and maintain a perpetual bond of value equal to $15 per lineal foot of paving with the payee of the bond being County Judge, Fort Bend County. After notice, in the event Developer does not cause deficiencies in the bomanite paving sections or the pigmentation in the standard paving sections to be placed in good repair, County may obtain proceeds from the bond to provide repairs to these paving sections to the County's satisfaction. In the event any section of concrete within Sections 1, 2 and 3, Oyster Point Subdivision (Replat) must be replaced or repaired by County, Developer shall pay for the additional cost of pigment necessary to preserve the overall color consistency of the concrete, provided, however, Developer or its bond shall hold County harmless if any new colored concrete placed in the right-of-way for public street purposes is not consistent with the existing colored concrete.

4. Neither party to this Agreement shall assign the Agreement, nor any interest arising herein, without the written consent of the other.

5. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

6. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

7. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the County.

8. The Developer agrees to hold harmless, indemnify, and defend the County of Fort Bend, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, or allegedly rising from the maintenance or replacement of the bomanite paving and the maintenance or replacement of the pigmentation of the paving sections.

9. Developer binds itself and its successors until such time as the above referenced subdivisions are annexed into a city. The act of annexation by a city shall make all provisions of this Agreement null and void, forever.

1951 1306 02525

0032

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

Date: 6-8-87

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk by
Gladys Kawara
deputy clerk

LEXINGTON DEVELOPMENT COMPANY
A TEXAS LIMITED PARTNERSHIP

By: C. Robert Woolsey
C. Robert Woolsey

Date: JUNE 8, 1987

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 8th day of June, 1987 by JODIE E. STAVINOHA, County Judge of Fort Bend County, Texas.

Norma J. Landry
Notary Public, State of Texas
Print Name: NORMA J. LANDRY, NOTARY PUBLIC STATE OF TEXAS
My Commission Expires: MY COMMISSION EXPIRES 7-21-89

THE STATE OF TEXAS

COUNTY OF FORT BEND

This instrument was acknowledged before me on the 8th day of June, 1987 by C. ROBERT WOOLSEY, as attorney in fact on behalf of Lexington Development Company, a Texas Limited Partnership.

Mary Kay De Bruyn
Notary Public, State of Texas
Printed Name:
My Commission Expires:

MARY KAY De BRUYN
Notary Public in and for Harris County, Texas
My Commission Expires 6-22-89

NOTARY PUBLIC STATE OF TEXAS

FILED

'87 JUN -8 A10:38

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JUN 10 1987

County Clerk, Fort Bend Co., Tex.

14

02526

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated May 27, 1987, permit no. 80821 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 17th. 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 Linham, 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 _____ 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 copies 6/9/87

02527

Appl. # 80821

0032

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, Texas.

Karl E. Baker, ap.
Karl E. Baker, P. E.
Assistant Engineer

6/4/87
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

02528

To be Submitted in Quintuplicate----5

0032

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. 4816
Notification No. 80821

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
FRY ROAD	697' SOUTH OF EAST-WEST THOROUGHFARE	SOUTH	1529'

GENERAL DESCRIPTION

CONDUIT WILL BEGIN AT A POINT AT HARRIS COUNTY AND FORT BEND COUNTY LINE AND WILL EXTEND SOUTH FOR A TOTAL DISTANCE OF 1529' ON THE WEST SIDE OF FRY ROAD.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required). The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the 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. R. Hance
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite ~~240~~ 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: 5/27/87
Log No.: W #2

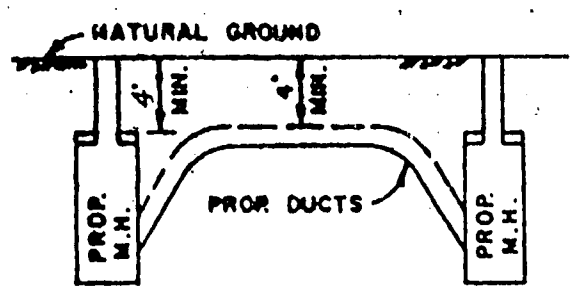
SD - 2 (12 - 82)

02529

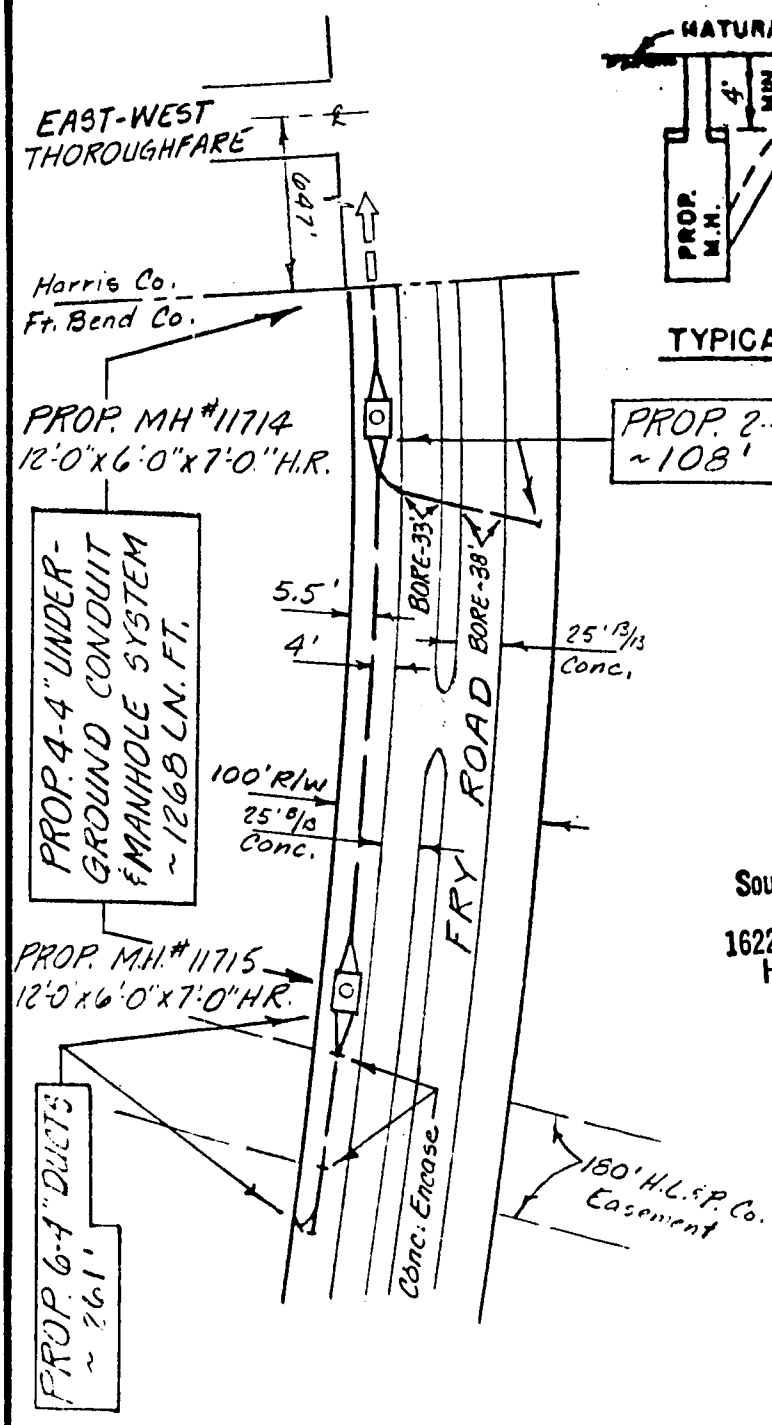
0032

N

RZ _____
CZ _____
REC REF _____



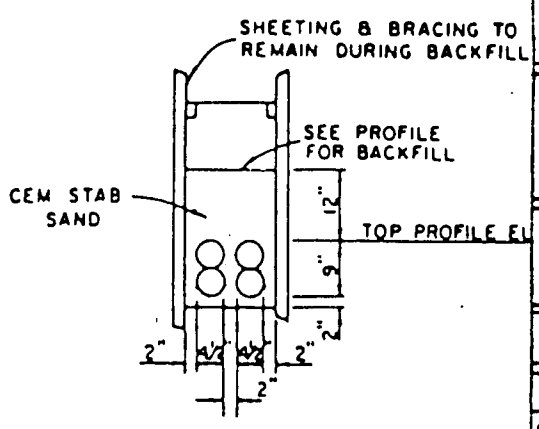
TYPICAL PARALLEL SECTION



PERMIT LABEL W#2
Southwestern Bell Tel. Co.
Conduit District
16225 Park Ten Place, S.240
Houston, Texas 77084

FT. BEND CO. SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH WORK DAY (NO TRENCH LEFT OPEN OVERNIGHT.)
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT END OF EACH DAY.
3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING



TYPICAL SECTION OF
4-4" "C" P.V.C.

COMPLETION DATE _____
QUALITY CHECKED BY _____

CAUTION
HIGH VOLTAGE
_____ KV

☐ Aerial ☐ Buried

SPECIAL CIRCUITS INVOLVED
☐ YES ☐ NO

SW-6203a FORWARDED
☐ YES ☐ NO

CONFORMANCE TEST
☐ YES ☐ NO

Tree Trimming Required
☐ YES ☐ NO

AIR PRESSURE INVOLVED
☐ YES ☐ See Plats
☐ NO ☐ See Attached Record

☐ Place Buried Cable at _____ Min. Depth

Call 1-800-245-4545
48 Hours Before Digging

Notify Engr. for staking needs at _____ tel.

CONTRACT
Trench _____ Feet
Bore _____ Feet
Pedestal _____ Each
Marker Pole _____ Each

RECON AND TRANSFER WORK
1. Total D/W recon _____
2. Total pairs thrown _____
3. Total working pairs thrown _____

DISTRIBUTION
AREA NO. _____

☐ Est. ☐ R.O.

Order No.	
No. of Plats	Plat No.
Exchange HOUSTON	
C.O. BAKER 492	
Tax Dist.	Area No.
Issued	Revised
Engr. JR	Drawn by WEC
Approved	

JOB NO. 257-005

WEISSER ENGINEERING COMPANY

15

02530

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Pipe Line Company dated April 30, 1987, permit no. 80822 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 17th. 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 [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned copies 6/9/87

02531

Appl. # 80822

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, Texas.

Karl E. Baker, P. E.
Assistant Engineer

June 4, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,000.00

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

BOND NO. 136504

THE STATE OF TEXAS ‖

COUNTY OF FORT BEND ‖

KNOW ALL MEN BY THESE PRESENTS, that we HOUSTON PIPE LINE COMPANY as principal and SEABOARD SURETY COMPANY as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of TWO THOUSAND AND NO/100---------- DOLLARS (2,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounded principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiciton of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounded principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, condutis and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

to be by said principal done and performed; at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 19th day of May, 1987

Attest:

By: Peggy B. Menchaca

HOUSTON PIPE LINE COMPANY
PRINCIPAL

Robert J. Hermann
BY: ROBERT J. HERMANN

SEABOARD SURETY COMPANY
SURETY

Janie Cantu
BY: Janie Cantu, Attorney-in-Fact

Complaint Notice

Should any dispute arise about you premiums or about a claim that you have filed, contact your agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786.

This notice of complaint procedure is for information only and does not become part or condition of this bond.

...ified Copy
No. 1776

SEABOARD SURETY COMPANY

DD 7683 02534

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

AS PER ORIGINAL

POWER OF ATTORNEY

0032

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Albert W. Smith or N. Carothers or Charles F. Layton, Jr. or Janie Cantu or Phyllis Ramirez or Margaret Bubiltz or Lynn B. Mathes

of Houston, Texas

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"**Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.** Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 15th day of April, 1986

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) [signature]
Assistant Secretary

SEABOARD SURETY COMPANY,
By [signature]
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 15th day of April, 1986, before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

LYNN MARIE JACKOWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 24, 1990

(Seal) [signature]
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 19th day of May, 1987

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

[signature]
Assistant Secretary

Form 957 (Rev. 7/84)

02535

0032

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. 80822

Formal notice is hereby given that HOUSTON PIPE LINE COMPANY, 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
Snake Creek	See attached plat HC-1068-04A-H	168'	X			
Ditch I-C-6	See attached plat HC-1068-04B-H	36'	X			
Ditch I-C-2	See attached plat HC-1068-04C-H	80'	X			

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

The location and description of the proposed installation and appurtenances is more fully sho on the attached plans and drawings. (Plans and drawings of proposed installation and appurte 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: HOUSTON PIPE LINE COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Johnny W. McGee
(Signature)

NAME & TITLE Johnny W. McGee
(Please Print)
Supervisor/Titles & Description
DATE: April 30, 1987
ADDRESS P. O. Box 1188
(Street/P.O. Box)

Houston, Texas 77251-1188
City State Zip
TELEPHONE NO: 713/654-6548

16. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS REGARDING CONSULTANT FOR CONSTRUCTION OF NEW COUNTY ANNEX BUILDING, AS AUTHORIZED BY ARTICLE 6252-17, SEC. 1 (G), V.T.C.S., AND TAKE ACTION, IF NECESSARY:

Met in Closed Session.

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint Mr. Neeville Lancaster as County Building Consultant for new County annex building at $3,000 per month, to be hired two weeks prior to beginning of construction.

RECONVENE:

Commissioners' Court reconvened at 11:00 a.m.

17. 11:00 A.M.- DRAINAGE DISTRICT BOARD WILL CONVENE:

See attached Drainage District Board minutes.

18. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) ROAD MATERIALS, EARTHEN DERIVATIVE (#87-42); (2) ROAD MATERIALS, PETROCHEMICAL DERIVATIVE (#87-43); & (3) SCREENING PLANT & CONVEYOR (#87-48):

Open bids for road materials, earthen derivative:

The following bids were presented to Commissioners' Court for review.

A) ANGELTON ASPHALT CORPORATION
B) ASH MANAGEMENT SYSTEMS
C) AUSTIN WHITE LIME CO.
D) B & D CONSTRUCTION
E) CRUSHED STONE BASE
F) DAMON QUARRY
G) DRAVO BASIC MATERIALS CO.
H) G & ASPHALT, INC.
I) HOUSTON CRUSHED CONCRETE, INC.
J) JONES G. FINKE, INC.
K) KING CONSTRUCTION MATERIALS
L) LEBLANC'S CONCRETE & MORTER
M) MOBIL MINING AND MINERALS CO.
N) PHILLIPS SAND AND GRAVEL
O) PRIHODA GRAVEL PITS
P) SCHRAMME CONST.
Q) SOUTHWEST ASPHALT MAT.
R) TEXAS INDUSTRIES, INC.
S) TEXAS LUMBER & CONSTR.
T) USG IND., INC.
U) WHITE'S MINES
V) ZBRANEK BROS.
W) SOUTHWESTERN TESTING SER.
X) MIKE ARNOLD TRUCKING
Y) BASE MATERIALS INC.
Z) GARY ZBRANEK
AA) RINN READY MIX
BB) M & M GRAVEL
CC) W. SCHRAMME

Open bids for road materials, petrochemical derivative:

The following bids were presented to Commissioners' Court for review.

A) CRUSHED STONE BASE
B) G & S ASPHALT, INC.
C) GULF STATES ASPHALT CO.
D) JONES G. FINKE, INC.
E) SAFETY LIGHTS CO.
F) SOUTHWEST ASPHALT MATERIALS
G) WRIGHT ASPHALT PRODUCTS
H) E.B.I. INC.
I) DRAVO BASIC MATERIALS

Open bids for screening plant & conveyor:

The following bids were presented to Commissioners' Court for review.

A) ALVIN EQUIPMENT CO.
B) K & M EQUIPMENT INC.

BID ITEM: ROAD MATERIALS - EARTHEN DERIVATIVE

18(1)

BID NUMBER: 87-42

02537

AS PER ORIGINAL

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'745'$CATEGORY

VENDOR NAME	BID PRICE
ANGLETON ASPHALT CORPORATION	✓
ASH MANAGEMENT SYSTEMS	✓
AUSTIN WHITE LIME COMPANY	✓
B & D CONSTRUCTION	✓
CANTU TRUCKING AND MATERIALS	
CHAMBCO, INC	
CHAMPION TOP SOIL CO.	
CHEMLIME CORPORATION	
COASTAL CEMENT SAND, INC.	
CRUSHED STONE BASE	✓
DAMON QUARRY, INC.	✓
DERNEHL CONSTRUCTION, INC.	
DIXIE CHEMICAL COMPANY	
DRAVO BASIC MATERIALS CO., INC	✓
DRAVO LIME COMPANY	
EASTERN PACIFIC PRINTING	
G & S ASPHALT, INC.	✓
GALIN CORP.	
HERZOG CONTRACTING CORP.	
HOUSTON CRUSHED CONCRETE, INC.	✓
JIM NOHAWITZ TRUCKING	
JONES G. FINKE, INC.	✓
KATY-MASON HOME CENTER	
KING CONSTRUCTION MATERIALS	✓
LEBLANC'S CONCRETE & MORTER	✓
LIMECO, INC.	
MOBIL MINING AND MINERALS CO.	✓
PARKER BROTHERS & CO., INC.	
PHILLIPS SAND AND GRAVEL	✓
PRIHODA GRAVEL PITS	✓
QUALITY HOT MIX, INC.	
R & W CONSTRUCTION	
SAND SUPPLY, INC.	
SCHRAMME CONSTRUCTION CO.	✓ ✓
SOUTHWEST ASPHALT MATERIALS	✓
SOUTHWEST LIMESTONE, INC.	
STABILIZED MATERIALS CO.	
TEXAS GULF GAS CORP.	
TEXAS INDUSTRIES, INC.	✓
TEXAS LUMBER & CONSTRUCTION CO	✓
TIDE PRODUCTS, INC	
UNITED TRUCKING, INC.	
USG IND, INC.	✓
WHITE'S MINES	✓
ZBRANEK BROS.	✓
Southwestern Testing Svc.	✓
Mike Arnold Trucking + Mater.	✓
Base materials Inc.	✓
Gary Zbranek	✓
Linn ~~Redding~~ Ready Mix	✓

M+M Gravel
W. Schramme

18(a) 02538

BID ITEM: ROAD MATERIALS - PETROCHEMICAL DERIVATIVE

BID NUMBER: 87-43

FT. BEND COUNTY VENDOR LIST (NAME ONLY)

'750'$category

AS PER ORIGINAL

0032

VENDOR NAME	BID PRICE
ANGLETON ASPHALT CORPORATION	
ARCHEM, INC.	
ARROW INTERNATIONAL	
BASE-SEAL, INC.	
CAGLE CONSTRUCTION CO., INC.	
CHAMBCO, INC	
CHAMPION TOP SOIL CO.	
COASTAL CEMENT SAND, INC.	
CRUSHED STONE BASE	✓
DERNEHL CONSTRUCTION, INC.	
DIXIE LAND LEVELING	
DYNATEK CHEMICALS	
EXXON CO USA	
FOUR SEASONS FENCE CO., INC.	
G & S ASPHALT, INC.	✓
GEORGIA-PACIFIC CORPORATION	
GULF STATES ASPHALT CO.	✓
HARJO INTERNATIONAL, INC.	
HELENA CHEMICAL COMPANY	
HERZOG CONTRACTING CORP.	
JAMES ELLIOTT CONSTRUCTION	
JOHN G. REED	
JONES G. FINKE, INC.	✓
KING CONSTRUCTION MATERIALS	
LEBLANC'S CONCRETE & MORTER	
LIMECO, INC.	
MOBIL MINING AND MINERALS CO.	
NATIONAL AMERICAN SALES	
PARKER BROTHERS & CO., INC.	
PHILLIPS SAND AND GRAVEL	
PRICE BARRICADE & SIGNS CO.	
QUALITY HOT MIX, INC.	
S.K.Y. ENTERPRISES	
SAFETY LIGHTS COMPANY	✓
SAND SUPPLY, INC.	
SCHRAMME CONSTRUCTION CO.	
SOUTHWEST ASPHALT MATERIALS	✓
TEXAS GULF GAS CORP.	
TEXAS LUMBER & CONSTRUCTION CO	
TRANSIT CONTROL SERVICES, INC	
UNITED TRUCKING, INC.	
WRIGHT ASPHALT PRODUCTS CO.	✓
E.B.I. Inc.	✓
DRAVO Basic Material	✓

18(3)

02539

BID ITEM: SCREENING PLANT AND CONVEYOR

BID NUMBER: 87-48

PAGE NO. 1

AS PER ORIGINAL

0032

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	✓
BADO EQUIPMENT CO., INC.	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
GRACE EQUIPMENT	
GULF MACHINERY CO., INC.	
HALL EQUIPMENT SUPPLY CO.	
HERTZ EQUIPMENT RENTAL CORP	
HERTZ EQUIPMENT RENTAL CORP.	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INGERSOLL-RAND EQUIPMENT SALES	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	✓
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
[illegible] INC	

19. APPROVE BILLS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

20. AMEND INDIGENT CARE BUDGET:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to declare an emergency and re-budget ending balance of $600,000 into Indigent Care budget.

21. SHERIFF GUS GEORGE, RE: ACCEPT LIST OF DONATED ITEMS FROM CHEVRON:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept is of donated items from Chevron. (Recorded in minutes in full)

22. ADJOURNMENT:

Commissioners' Court adjourned at 2:00 p.m. Monday, June 8, 1987.

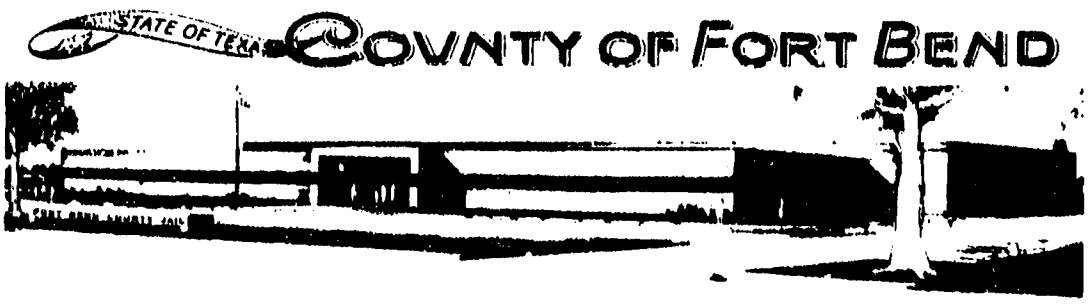
Add. #21

02541

0032

713/342-6116

AS PER ORIGINAL



GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

June 2, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, June 8, 1987.

1) Accept the attached list of donated items to the Fort Bend County Sheriff Department by Chevron, Incorporated.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mr. John Hammett, County Purchasing Agent

ITEM	QUANTITY
Desk	15
Work Tables	6
Credenza	3
File Cabinet	30
Guest Chair	47
Desk Chairs, Office	26
Secretarial Chair	9
Bookcase	3
Coat/Hat Rack	5
Computer Table	3
Stool	6
Step Stool	1
Card File	2
Small Storage Cabinet	1
Secretarial Desk	6
Storage Rack, Medium	3
Trash Can, Large	11
Stainless Steel Rack	1

02543

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JUNE 8, 1987
11:00 O'CLOCK A.M.

0032

1. Present and discuss monthly Drainage District Report.

2. Presentation and analysis of the effects of subsidence on inland flooding by study venture, and authorize payment.

3. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
JUN 4 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, June 4, 1987 at 3:00 p.m. by M. Landry.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 8TH day of JUNE, 1987 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. PRESENT AND DISCUSS MONTHLY DRAINAGE DISTRICT REPORT:

Drainage District monthly report for MAY 1987 was presented for review. (Recorded in minutes in full)

2. PRESENTATION AND ANALYSIS OF THE EFFECTS OF SUBSIDENCE ON INLAND FLOODING BY STUDY VENTURE, AND AUTHORIZE PAYMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize payment of $100,000 to Harris County Flood Control in connection to subsidence study on inland flood control.

Neil Bishop with Turnier, Collie & Braden gave a brief presentation and analysis of the effects of subsidence on inland flooding by study venture.

3. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 11:20 a.m. Monday, June 8, 1987.

#1 Drainage

COUNTY OF FORT BEND

Drainage District

02545

Stanley L. Kucherka, Jr., P.E., *Chief Engineer & Manager*
Daniel E. Gerken, P.E., *First Assistant Engineer & Assistant Manager*
David Jalowy, *Assistant Construction Manager*
Rodney Wieghat, *Maintenance Superintendent*
W. Lee Schmidt, *Construction Superintendent*

0032

P.O. Box 1028
Rosenberg, Texas 77471

6400 Homestead Road
Phone 342-0141 • 232-6081

Monthly Report
May, 1987

The removal of vegetation from channels during May was accomplished by both shredding and herbicide applications.

Nineteen (19) streams received herbicide treatments of Dowpon and Round-Up. The Dowpon applications targeted cattails and other pests that grow in water. The Round-Up targeted Johnson grass and a broad spectrum of weeds and small brush plants. Some of the streams receiving treatments were Snake Creek, Fairchilds Creek, Fulshear Creek and Meadows ditches.

Shredding was done on twenty-eight streams. Some of these included Ditch H, Big Creek laterals II-B-6, II-B-7 and II-B-9, Mission Bend ditches and Robinowitz Ditch.

Charts that show where all shredding and herbicide work was done are included later in this report.

Ditchbank seeding operations continued in May with work being done on Rabbs Bayou and Dry Creek. The grasses used were common Bermuda grass, NK-37 (Giant Bermuda grass) and Bahia grass.

The District's bridge crew continued to work on the replacement of bridges on Rabbs Bayou as well as a bulkhead project on an Oyster Creek lateral.

The District's Northwest 41 dragline continued digging on Buffalo Creek during May and removed approximately ten thousand (10,000) cubic yards of spoil material. Work is now approaching F.M. 1236.

The Rapier NCK-305 dragline re-shaped the sideslope on a portion of Cottonwood Creek. Three thousand (3,000) cubic yards of dirt were removed.

The excavation of Cow Creek continued with the Northwest 9570 dragline. Eighteen thousand, seven hundred (18,700) cubic yards of material were dug.

Excavation work on Dry Creek resumed during May. The Linkbelt LS-128 dragline dug ten thousand seven hundred (10,700) cubic yards of dirt.

The District's LS-98 dragline completed the work planned for Stafford Run Creek on May 4. This included the excavation of the channel from below F.M. 1092 to approximately two thousand two hundred (2,200) feet upstream of Avenue E.

02546

0032

Shirley Construction completed excavation of Rabbs Bayou to U. S. Highway #59 during May and removed fourteen thousand eight hundred and twenty-two (14,822) cubic yards of dirt. Drainage District equipment then began the removal of dirt from under U. S. Highway #59.

Rebel Contractors continued on the excavation of Lower Oyster Creek and dug three thousand (3,000) cubic yards of dirt. The following charts show where each of the District's equipment worked during may, 1987.

02547

0032

Heavy Equipment

Big Creek II-B	
Linkbelt LS-2800 Excavator	5/6-5/8
Rapier NCK-305 Dragline	5/29
Buffalo Creek I-B-3	
Northwest 41 Dragline	5/1-5/29
Caterpillar D-6 Bulldozer	5/1-5/29
Cottonwood Creek II-B-24	
Rapier NCK-305 Dragline	5/4-5/24
Cow Creek II-A	
Northwest 9570 Dragline	5/1, 5/11-5/29
Deer Creek II-B-5	
Rapier NCK-305 Dragline	5/18
Dry Creek II-B-2	
Linkbelt LS-2800 Excavator	5/4
Fiat Allis FD-30 Bulldozer	5/13-5/26
Linkbelt LS-128 Dragline	5/11-5/29
Koehring 305 Dragline (Precinct #3)	5/4-5/8, 5/18-5/27, 5/29
Fiat Allis FD-85 Motor Grader	5/1-5/4
Fairchilds Creek II-B-10	
Rapier NCK-305 Dragline	5/18-5/19
Means Ditch	
Rapier NCK-305 Dragline	5/1
Oyster Creek Lateral II-K-2-b	
Rapier NCK-305 Dragline	5/20-5/28
Linkbelt LS-2800 Excavator	5/21-5/22
Rabbs Bayou II-D	
Fiat Allis FD-20 Bulldozer	5/1-5/26
Linkbelt LS-2800 Excavator	5/11-5/20, 5/26-5/29
Ruston Bucyrus RB-22 Dragline	5/1-5/26
Linkbelt LS-98 Dragline	5/5-5/29
International TD-25 Bulldozer	5/1-5/29
Caterpillar D-6 Bulldozer (Precinct #4)	5/1-5/29
Fiat Allis FD-30 Bulldozer	5/1-5/12
Fiat Allis FD-20 Bulldozer	5/1-5/29
Linkbelt LS-128 Bulldozer	5/1-5/22
Oyster Creek Lateral II-K-2-b	
Linkbelt LS-2800 Excavator	5/21-5/22

Stafford Run Creek II-K-1	
Linkbelt LS-98 Dragline	5/1-5/4
Willow Fork of Buffalo Bayou Lateral V-A-3	
Linkbelt LS-2800 Excavator	5/5

02549

Shredder Report

0032

Andrus Creek	
117	5/21-5/27
156	5/21
243	5/21-5/22
Big Creek Lateral II-B-6	
107	5/13-5/18
127	5/13-5/18
229	5/12-5/13
512	5/12-5/13
Big Creek Lateral II-B-7	
229	5/18-5/27
512	5/18-5/27
Big Creek Lateral II-B-9	
107	5/19-5/20
127	5/19-5/21
229	5/14-5/18
512	5/14-5/18
Brazos River Lateral II-QQ	
156	5/1-5/4
Buffalo Creek I-B-3	
120	5/15-5/26
123	5/15-5/29
130	5/15-5/29
152	5/14-5/28
514	5/8-5/15, 5/21-5/28
518	5/15-5/20
Bullhead Slough II-L	
113	5/15-5/29
115	5/12, 5/15-5/29
513	5/12-5/29
Cedar Creek I-B	
120	5/1-5/6
123	5/1-5/14
130	5/4-5/5, 5/6-5/14
152	5/1-5/8
514	5/4-5/5, 5/6-5/7
518	5/1-5/5, 5/6-5/14
Cedar Creek Lateral I-B-7	
130	5/5-5/6
514	5/5-5/6
518	5/5-5/6

02550

0032

Ditch B-1-c	
121	5/1-5/4
Ditch H	
106	5/5-5/19
119	5/11-5/19
121	5/5-5/6
122	5/1-5/19
124	5/1-5/19
157	5/7-5/8
230	5/1-5/11
515	5/1-5/8, 5/15-5/18
Dry Creek II-B-2	
243	5/4-5/12
Duvall Ditch II-J	
243	5/11-5/12
Duvall Ditch Lateral II-J-5	
117	5/5-5/12
156	5/4-5/11
Fiarchilds Creek Lateral II-B-10-b	
107	5/1-5/12
127	5/1-5/11
229	5/1-5/6
513	5/1-5/7
Fairchilds Creek Lateral II-B-10-g	
229	5/7
512	5/7
517	5/7-5/12
Gapp Slough II-B-10-a	
157	5/4-5/6
Guyler Ditch II-BB	
117	5/18-5/20
156	5/18-5/20
243	5/18-5/20
Mission Bend Ditches	
113	5/5-5/11
115	5/8-5/11
513	5/5-5/11
Orchard Railroad Ditch	
117	5/13-5/15
243	5/13-5/15
Oyster Creek II-K	
142	5/26-5/29
157	5/26-5/29
230	5/12-5/29
515	5/12-5/14

Rabbs Bayou II-D	
112	5/1-5/5
118	5/1-5/5
243	5/1-5/4, 5/27-5/28
Rabbs Bayou Lateral II-D-2	
523	5/27-5/28
524	5/27-5/28
525	5/27-5/28
Robinowitz Ditch II-M	
112	5/6-5/14
118	5/5-5/14
Seabourne Creek II-B-4	
229	5/27-5/29
512	5/27
517	5/28-5/29
Stafford Run Creek II-K-1	
111	5/8-5/29
121	5/8-5/29
515	5/19-5/29
523	5/28-5/29
Townewest Ditches	
113	5/1
513	5/1
115	5/1
West Simonton Ditch II-YY	
117	5/27-5/28
243	5/28

02552

Herbicide Report

0032

Clear Creek VI	
126	5/22
242	5/22
Coon Creek II-B-3	
105	5/20-5/26
109	5/20-5/26
Cottonwood Creek II-B-24	
107	5/28
127	5/28
Ditch A	
242	5/18
Ditch A-1	
126	5/18
Ditch B	
126	5/13-5/14
242	5/13-5/15
Ditch B-1	
126	5/18
Ditch B-2-a	
126	5/15
Fairchilds Creek II-B-10	
102	5/19-5/27
129	5/19-5/27
Fairchilds Creek Lateral II-B-10-a	
102	5/19
Fulshear Creek II-F	
112	5/19-5/22
118	5/19-5/22
Meadows Ditches	
116	5/14-5/15
158	5/13-5/14
Mustang Creek IV	
119	5/27
124	5/27
Oyster Creek II-K	
122	5/28
126	5/19-5/21
242	5/19-5/21

Snake Creek I-C	
101	5/15-5/29
108	5/28
155	5/15-5/20
231	5/15-5/28
Snake Creek Lateral I-C-6	
108	5/15
110	5/15
Snake Creek Lateral I-C-6-a	
108	5/18-5/19
110	5/18-5/19
Snake Creek Lateral I-C-11	
108	5/21-5/22
110	5/21-5/22
125	5/21-5/22
Sugar Mill Ditch	
116	5/21-5/22
158	5/15, 5/22

02553-A

22

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JULY 14, 19 87.

STARTING WITH
FILM CODE NO. vol.0032pg.2490

ENDING WITH
FILM CODE NO. vol.0032pg.2553

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

02553-B

0032

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF JULY, 19 87.

STARTING WITH VOLUME NUMER 0032 PAGE NUMBER 02554.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JUNE 15, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of June 8, 1987.

2. Approve changes in depository pledge contracts.

3. Approve line item transfers in budgets.

4. Approve out-of-town travel requests for County personnel.

5. Consider proposal by Fort Bend County Health Council for a Mental Health Needs Study for Fort Bend County.

6. Sheriff Gus George, re: accept 1981 Chevrolet, a forfeited vehicle, VIN 1G1AL69H3BJ277450.

7. Glory Ketelers, District Clerk, re: amend budget in property & equipment.

8. Consider establishing a change fund for Juvenile Probation Dept.

9. Approve and accept maintenance bond for Hickory Creek, Sec. 1, Precinct 3 and release existing bond.

10. Consider continuance of contract with Mid-Western Medical Services Inc. (Dr. Blake Berry) to provide indigent health care for Fort Bend County.

11. Consider reissuing check in the amount of $52.82 to Houston Title Co originally issued 10-5-84.

12. Advertise for bids for the following: (1) Concrete leveling & stabilizing equipment; (2) Ambulance Attendants' Errors & Omissions Policy.

13. Consider approval of payment #2 in the amount of $74,242.50 to Drymalla Construction Co. and $593.94 to Chris DiStefano for Precinct 1 Buildings C & D.

14. Discuss and consider accepting bid for construction of Courthouse Annex II.

15. Consider acceptance of roads in Tara Subdivision, Sec. 4, Prct. 1.

16. Consider approval of reserve deputy constable, Mark Salinas, Prct. 1.

17. Release bonds for Meadowglen, Sec. 2, The Meadows; Mission Glen, Sec. 2 & 4; Teal Run, Sec. 2; and accept new Letters of Credit.

18. Consider application from Mission Bend M.U.D. #1 to install inlets along side of Winkelman Rd. in Precinct 3.

19. Consider application from H2O Services Inc. to install conduit along & under Fry Rd. in Precinct 3.

20. Accept bid for screening plant & conveyor (#87-48).

21. Consider granting an exemption to the competitive bidding requirements of Art. ~~236a~~ 2368a.5, VATS due to the requirement to purchase items (bulldozer parts) made necessary by unforeseen damage to public property.

22. 1:30 p.m. - Open bids for the following: (1) Sale of lots 12 & 13, Block 34, Mission Bend Subd., Sec. 8, as recorded in Vol. 22, Pg. 13 of Plat Records, Fort Bend County; (2) Culverts (#87-44); (3) Bridge materials (#87-45); (4) Annual typewriter maintenance (#87-46).

FILED FOR RECORD

24 ~~23~~. Adjournment. TIME 3:05 A.M. P.M.

23) Approve bills

JUN 11 1987

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, Courthouse & glass doors, Annex, Richmond, Tx. on 6-11-87 at 3:15 p.m. by M. Lundry.

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, JUNE 15, 1987

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS

The following item should be added to the Commissioners Court agenda of Monday, June 15th:

APPROVE BILLS.

FILED FOR RECORD
TIME 11:00 A.M. P.M.

JUN 15 1987

Diana Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this emergency addendum to the agenda was posted on the bulletin board, County Courthouse & glass doors of the Courthouse Annex, Richmond, Texas on Monday, June 15, 1987 at 11:05 a.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 15TH day of JUNE, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3
BOB LUTTS	COMMISSIONER PRECINCT 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF JUNE 8, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve meeting of June 8, 1987 with corrections to page 2, #10.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfers in budget for INDIGENT CARE. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments:

PERSONNEL
DATA PROCESSING
JUSTICE OF PEACE #4
FIRE MARSHALL
DISTRICT ATTORNEY
COUNTY JUDGE

5. CONSIDER PROPOSAL BY FORT BEND COUNTY HEALTH COUNCIL FOR MENTAL HEALTH NEEDS STUDY FOR FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept proposal as presented and allocate $9,000 to fund the study. Funds to come from EP-16 Interest. (Recorded in minutes in full)

Mazie Peschel, President of the Fort Bend County Health Council, Glen Razak, Chairman of the Mental Health Committee, Joe Emerson, Superintendent of Richmond State School and Dee Dee Beavers, citizen, discussed the needs study to assess the requirements in Fort Bend County regarding mental illness health care at a cost not to exceed $10,000.

02557 3/

AS PER ORIGINAL 0032

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1986

On this the _____ day of _____, 19 , at a _____ Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha		County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Presnaley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 25, 1985, the Court heard and approved a budget for the year 1986 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 1986, adopted November 25, 1985.

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:

Indigent Care-0029	DEPT.	FROM	TO	INCREASE (DECREASE)
1062 Office Supplies		900.00	1,900	1,000 increase
5041 Groc./Medicine		43,000.00	46,000	3,000 increase
4010 Fees/Services		15,000.00	11,000	(4,000 decrease)

DATE: 6-12-87

DEPARTMENT HEAD: Hopie Solomon, Hopie Solomon

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Presnaley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

02558 4

AS PER ORIGINAL

0032

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Jodie E. Stavinoha

Period: Date of Departure 6-17-87

Date of Return 6-19-87

Purpose of Trip: South Texas County Judges & Commissioners Association Annual Conference

Places to be Visited: Houston

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Name

6-10-87
Date

County Judge
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6-15-87
Date

Emergency

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02559
0032

RECEIVED
JUN 8 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Richard Dawson

Period: Date of Departure June 18, 1987

Date of Return June 18, 1987

Purpose of Trip: to attend Governor's Law Enforcement Conference; Austin,TX; June 18, 1987

Places to be Visited:

Mode of Transportation (State whether by personal auto, airline, etc.) airline

Name

June 5, 1987
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

6-15-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02560
0032

RECEIVED
JUN 8 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Gary A. Tilton

Period: Date of Departure 9-11-87

Date of Return 9-13-87

Purpose of Trip: County FireFighter Field Day --Train County FireFighters

Places to be Visited: Wharton, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) County Car

Name

June 1, 1987
Date

County Fire Marshal
Title

* *

Approved: Commissioners' Court

County Judge

6-15-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02561

0032

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
JUN 9 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Chuck Miller and Mary Shemanski

Period: Date of Departure June 15, 1987

Date of Return June 19, 1987 (to commute daily)

Purpose of Trip: Attend Applied NCP class

Places to be Visited: Houston, Texas

Mode of Transportation
(State whether by personal
auto, airline, etc.) personal auto

Charles W. Miller / Charles W. Miller
Name

June 8, 1987
Date

Director of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavenhar
County Judge

6-15-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02562

0032

RECEIVED
JUN 11 1987
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ms. Sandy Kucera

Period: Date of Departure August 4, 1987

Date of Return August 6, 1987

Purpose of Trip: Attend seminar - Governmental Insurance Conference

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal automobile

Richard Sellek
Name

June 9, 1987
Date

[redacted] Personnel Director
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

6-15-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy - Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY--Department Copy

RECEIVED
JUN 9 1987
COUNTY JUDGE

O.K. [initials]

02563

0032

COUNTY OF FORT BEND

RECEIVED
MAY -7 1987
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

~~H. Garcia~~
Faye M. Lindsey

Period: Date of Departure June 4, 1987

Date of Return June 6, 1987

Purpose of Trip: Justice of the Peace & Constables Conference

Places to be Visited: SAN ANTONIO, TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

Faye M. Lindsey
Name

5-7-87
Date

J.P. clerk
Title

* *

[signature]
Approved: Commissioners' Court

[signature]
County Judge

6-15-87
Date

WHITE COPY—Commissioners Court Copy CANARY COPY—Treasurer's Copy · Per Diem PINK COPY—Attach to Travel Expense GOLDENROD COPY—Department Copy

02564 5

AS PER ORIGINAL

0032

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

June 10, 1987

Mr. Johnnie Pustka, Commissioner Pct. #1
Mr. Ben Denham, Commissioner Pct. #2
Mr. Alton Pressley, Commissioner Pct.#3
Mr. Bob Lutts, Commissioner Pct. #4

Re: Mental Health Needs, Fort Bend County

Dear Commissioners:

I understand that the Health Council is requesting $9,000.00 to help in funding a study of mental health needs in Fort Bend County. Because almost all mental commitments in this county are handled in my Court, I feel that I am in a unique position to comment.

There is at this time a great need in our county for help for the indigent mentally ill. We have excellent private hospitals, but there is no system for the consistent referrals and/or treatment of the indigent mentally ill. It is puzzling to me that we pay hundreds of thousands of dollars for the indigent unwed mothers in this County and very little, if any, on the direct care of the mentally ill.

I fully support the continued study of this problem in Fort Bend County. I will certainly work with the Health Council and those others who are seeking an appropriate solution to the mental health needs of Fort Bend County.

Very truly yours,

Thomas R Culver III

Thomas R. Culver, III
Judge, County Court At Law No. 1

TRC/rb

cc: Honorable Jodie Stavinoha
Fort Bend County Judge

Fort Bend County HEALTH COUNCIL

PRESIDENT
Mazie Peschel, ACSW, CSW, LPC
Peschel Psychosocial Services

VICE PRESIDENT
Margaret Goodman, MSW, CSW
Family Services of America

SECRETARY
Elizabeth Simmons
Orchard Creek Hospital

TREASURER
Judith Weir, RN, BSN
Office of Early Childhood Development

ADVISORY BOARD

J. W. Booher
Superintendent
Lamar Consolidated Ind. School District

Dr. Carroll Fancher
First United Methodist Church
Sugar Land

Pamela Hartman
Satelite Campus Director
Wharton Co. Junior College

Dr. Rodney LeBoeuf
Superintendent
Fort Bend Ind. School District

Judge Jodie Stavinoha
Fort Bend County Judge

Sylvester Vaughns, M.D.
Family Practitioner
Rosenberg

Rev. Karl M. Choate
Calvary Episcopal Church
Richmond

M. E. "Bud" Smith
KFRD Radio Station
Rosenberg

June 3, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct, #4

Gentlemen:

Attached is information regarding the presentation which will be made before Commissioners Court on June 15, 1987.

If you have any questions or need further information, please give me a call at 491-5880.

Sincerely,

Glen Razak
Chair
Mental Health Committee

cc: Dianne Wilson, County Clerk

P.O. BOX 3 • RICHMOND, TEXAS 77469

02566
0032

Fort Bend County HEALTH COUNCIL

PRESIDENT
Mazie Peschel, ACSW, CSW, LPC
Peschel Psychosocial Services

VICE PRESIDENT
Margaret Goodman, MSW, CSW
Family Services of America

SECRETARY
Elizabeth Simmons
Orchard Creek Hospital

TREASURER
Judith Weir, RN, BSN
Office of Early Childhood Development

ADVISORY BOARD

J. W. Booher
Superintendent
Lamar Consolidated Ind. School District

Dr. Carroll Fancher
First United Methodist Church
Sugar Land

Pamela Hartman
Satelite Campus Director
Wharton Co. Junior College

Dr. Rodney LeBoeuf
Superintendent
Fort Bend Ind. School District

Judge Jodie Stavinoha
Fort Bend County Judge

Sylvester Vaughns, M.D.
Family Practitioner
Rosenberg

Rev. Karl M. Choate
Calvary Episcopal Church
Richmond

M. E "Bud" Smith
KFRD Radio Station
Rosenberg

Jodie E. Stavinoha
County Judge
P.O. Box 368
Richmond, TX 77469

May 29, 1987

Dear Judge Stavinoha:

The Mental Health Committee was recently established by the Fort Bend County Health Council to advise the Health Council about issues pertaining to mental health care in the county. More specifically, the Committee has been charged with the immediate task of conducting a comprehensive mental health needs assessment for Fort Bend County.

The Health Council is requesting a needs assessment based upon recommendations of a Task Force which analyzed prior planning efforts regarding local mental health services. Though there is a broad consensus that the need for mental health services exceed current resources, these needs must be better identified and priorities established before constructive solutions can be formulated.

In as much as the information collected from the needs assessment will be used for the benefit of long-range planning in Fort Bend County, we would like to request assistance from the County to conduct this project.

The Mental Health Committee has selected an assessment model, drafted a tentative time-frame, and compiled a budget for this project. The Health Council has committed $1,000 to support the project and is currently seeking the additional $9,000 necessary to implement and complete the needs assessment.

P.O. BOX 3 • RICHMOND, TEXAS 77469

Your assistance on this matter is greatly appreciated.

Sincerely,

Kathryn E. Moody

Kathryn Moody
Mental Health Committee

Glen Razak

Glen Razak, Chair
Mental Health Committee

Attachments: (1) Recommendations Adopted by the Fort Bend County Health Council, 4/1/87
(2) 1984 Fort Bend County Health Needs Assessment (Summary)
(3) Summary of the Mental Health Association Needs Assessment Model
(4) Time-Frame
(5) Budget
(6) Organizational Chart

RECOMMENDATIONS
ADOPTED BY FBCHC
4/1/87

02568
AS PER ORIGINAL
0032

Fort Bend County HEALTH COUNCIL

PRESIDENT
Mazie Peschel, ACSW, CSW, LPC
Peschel Psychosocial Services

VICE PRESIDENT
Margaret Goodman, MSW, CSW
Family Services of America

SECRETARY
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Superintendent
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Judge Jodie Stavinoha
Fort Bend County Judge

Sylvester Vaughns, M.D.
Family Practitioner
Rosenberg

Rev. Karl M. Choate
Calvary Episcopal Church
Richmond

M. E. "Bud" Smith
KFRD Radio Station
Rosenberg

TO: Mazie Peschel, President
FROM: Glen Razak, Task Force Chair
RE: Recommendations of the Mental Health Needs Assessment Task Force
DATE: March 27, 1987

The work of the Mental Health Needs Assessment Task Force is complete and we are prepared to present our recommendations to the Council. These recommendations and a brief description of our rationale are as follow:

1. <u>The Task Force recommends that the Health Council sponsor a Mental Health Needs Assessment Study pertaining to mental health needs in Fort Bend County.</u>

   The Task Force concurred that valuable information has been gathered from the 1984 Ft. Bend County Health Needs Assessment conducted jointly by the United Way and the Texas Health Department in 1984. Significant mental health needs were identified in this report, but mental health was not the central focus of the study nor were mental health issues examined in detail. Since completion of this study both economic conditions and the availability of mental health services have changed considerably in Fort Bend County.

   In recommending a new study the Task Force recognizes not only the importance of identifying and validating current needs, but also of prioritizing needs and of educating and involving the community throughout the assessment project.

   Finally, the Task Force concurred that the Health Council would be the appropriate sponsor for this project provided that adequate financial and volunteer support could be attained.

P.O. BOX 3 • RICHMOND, TEXAS 77469

2. The Task Force recommends that the Health Council adapt the Community Needs Assessment Model developed by the Mental Health Association in Texas to conduct a Fort Bend County study. In conducting as assessment, special attention should be given toward maintaining broad community representation and involvement.

   Alternative methods of conducting a needs assessment were considered by the Task Force, including contracting with other agencies or consultants. The model of the Mental Health Association received preference for the following reasons:

   a. Its structured format allows volunteers to effectively collect, analyze, validate and to prioritize needs.

   b. This model is not "theoretical"; it is a practical model which has been used effectively in other Texas communities.

   c. This approach invites multiple viewpoints and allows a large volume of information to be considered, but it also requires the prioritization of needs. This aspect should be especially helpful to the community and the Council.

   d. Community education and enhancing community awareness about mental health and problems of mental illness are integral aspects of this model.

   e. This approach is relatively inexpensive and, due to a heavy reliance on volunteers, very cost-effective.

   f. Control of the project will be retained by the Council through its Executive Committee. Having the study conducted by volunteers should minimize the inherent risks and potential bias possible if the study were conducted exclusively by one individual or organization.

3. The Task Force recommends that the Council officially establish a standing Mental Health Committee.

   As the Council has grown in size and scope, the Task Force suggests that a special committee addressing mental health issues would help the Council become more efficient and effective, at least as it monitors issues relating to mental health services.

TASK FORCE MEMBERS

Judy Atkins	Shirley Brown	Paula Marafino
Dee Beavers	Gloria Garcia	Sandra Posada
Vickie Bennett	Margaret Goodman	Glen Razak
Lee Brown	Cheryl Hubbard	Jerry Wilson

SUMMARY OF INFORMATION CONTAINED IN THE 1984 FT. BEND COUNTY NEEDS ASSESSMENT REPORT

- Addressed broad health and social service needs in the county.
- Included a brief history of the county and specifically described recent population growth and demographic changes including:
  - Movement from an agricultural based economy to manufacturing, high-tech and service-oriented industries;
  - Increasing political influence of the faster growing eastern side of the county;
  - Changing cultural mix of the county, especially a growing Hispanic population;
  - New social service problems associated with growth and urbanization, especially services for the poor or disadvantaged.
- Unemployment had declined in the year prior to this report's preparation (also before the steep drop in oil prices).
- Indicated that there were no psychiatric beds in Ft. Bend County.
- Indicated a lack of services for drug and alcohol abuse. Prevention services, however, were more available.
- Responses to a community-wide questionnaire identified these concerns:
  - Difficulty accessing social services due to lack of transportation;
  - Lack of coordination between service providers or organizations;
  - Insufficient sliding scale services.

"Mental health needs were not listed specifically on the questionnaire...but...over 60% of the respondents brought up mental health issues as a critical need." The most common needs identified were

- A mental health clinic (including special services for children);
- In-county psychiatric care, including an acute care unit;
- Affordable hospital and detoxification programs for alcohol and drug abusers;
- Non-hospital community-based programs including group homes and respite care services;
- 24-Hour crisis intervention services.

MENTAL HEALTH NEEDS ASSESSMENT
MODEL PROCEDURES DEVELOPED BY THE MENTAL HEALTH ASSOCIATION IN TEXAS

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I. Purpose of the Assessment

A. To identify community needs;
B. To prioritize needs;
C. To educate the public;
D. To mobilize the community and mental health professionals to address identified community needs.

II. Method

Uses a "convergent" approach to gather and sort through information, and "nominal group process" to help participants fully consider multiple viewpoints then to proceed into decision-making. To remain on-task, participants are asked to considers needs/problems in a "solution-free" fashion.

This method is "volunteer intensive," relying on minimal staff direction, while optimizing diverse volunteer resources. A ccordinator, however, is necessary and usually is paid for the duration of the project. Other operating expenses should also be anticipated.

This model is tightly structured. Volunteers must be carefully selected and committed. This commitment, however, is time-limited. Key volunteers who will serve as group leaders must agree to participate in a one-day training program.

This project does not proceed according to a rigorous scientific design. While participants will seek and study "hard data" about service utilization, they should also be attuned to "perceived needs" reflected by community informants.

III. Structure

Planner/Coordinator: Recruits volunteers, schedules training and task force meetings, coordinates communications, prepares interim and final reports.

Task Force Panels: Volunteers work on 4 to 6 panels to carry out the actual needs assessment. Panels may have up to 12 members, respresentative of ethnic, economic and geographic segments of the community. At least half the members should not be mental health professionals. Panels will gather information, identify needs, verify needs, prioritize needs, prepare a final report and help pulicize and disseminate findings. Task forces will formally meet 5 times plus be invited to attend a final public presentation.

Group Leaders: These are key volunteers whose only requirement is that they be "people oriented." These leaders must must not work in an area directly related to the focus of the task force, and will be asked to participate in a one-day training program provided by consultants from the Mental Health Association.

Planning Committee: Includes the project coordinator, group leaders, and other community representatives whose roles are directly related to planning mental health services (i.e., President of the FBCHC, Director of the United Way Service, local government officials, Director of the Mental Health Association, etc.)

FORT BEND COUNTY MENTAL HEALTH NEEDS ASSESSMENT

Tentative Time-Frame

May 19	M.H. Committee, Sugar Land (first meeting)
Jun 16	M.H. Committee, Richmond/Rosenberg
Jul 21	M.H. Committee, Sugar Land
Aug 3	Part-time Director is Hired
Aug 18	M.H. Committee, Richmond/Rosenberg
Aug 26	Trainig for Team Leaders & Other Volunteers
Aug 29	Planning Committee (first meeting)
Aug 31 - Sep 3	1st Series of Task Force Meetings - Orientation - Mondays: Chronic Mentally Ill - Teusdays: Children and Adolescents - Wednesdays: Drug & Alcohol Abuse - Thursdays: Indiv. & Family Support (Distress)
Sep 14 - Sep 17	2nd Series of Task Force Meetings - Prob. Identification
Sep 15	M.H. Committee, Sugar Land
Oct 5 - Oct 8	3rd Series of Task Force Meetings - Validation
Oct 14	Planning Committee
Oct 20	M.H. Committee, Richmond/Rosenberg
Oct 26 - Oct 29	4th Series of Task Force Meetings - Prioritization
Nov 16 - Nov 19	5th Series of Task Force Meetings - Wrap-Up
Nov 17	M.H. Committee, Sugar Land
Nov 24	Planning Committee
Dec 15	M. H. Committee, Richmond/Rosenberg
Jan 6	Presentation to the Health Council
Jan 8	Community Presentation
Jan 19	M.H. Committee, Sugar Land

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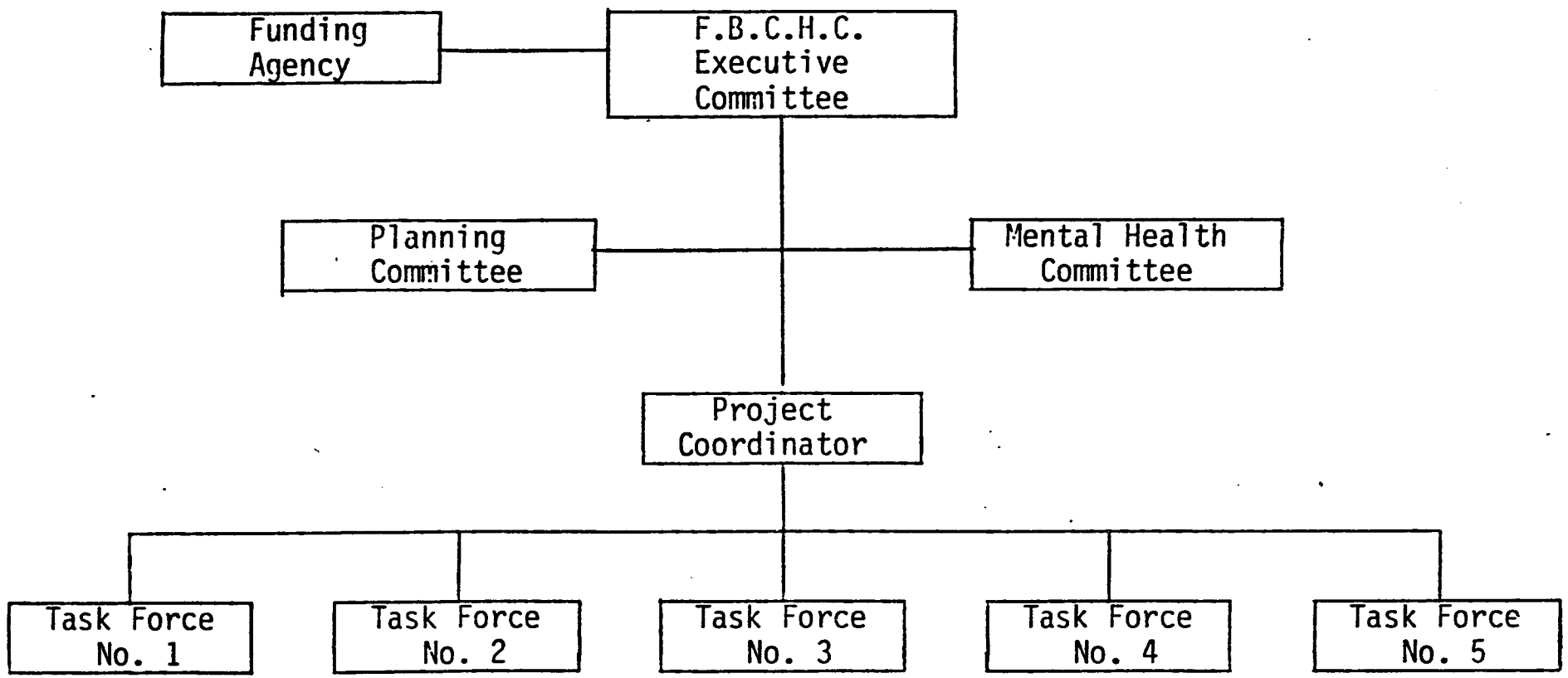
Mental Health Needs Assessment Project

BUDGET

Project Coordinator ($250/wk for 20 weeks)	$5,000
Travel Allowance ($50/wk for 20 weeks)	1,000
Clerical Support	1,000
Training	250
Printing	1,200
Telephone/Equipment	400
Office Supplies	400
Mailing/Postage	500
Public Presentation/Reception	250
Office Space/Meeting Rooms	0
TOTAL	$10,000

PROJECT ORGANIZATION CHART



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Possible Members
of the Planning Committee

Name	Position	Agency
?	Project Director	FBCHC
Maxie Pershel	President	FBCHC
Glen Razak	Chair, Mental Health Committee	FBCHC
Elizabeth Simmon	Member, Mental Health Committee	FBCHC
Jodie Starnaker	County Judge	Ft. Bend County
Gus George	County Sheriff	Ft. Bend County
	~~Juvenile Probation~~ Director	FBC Juvenile Probation
	~~Adult Probation~~ Director	FBC Adult Probation
Steve Walther	Director	FB United Way Services
Norma Bruce	Director	FB Outreach Clinic
Betsy Schwartz	Director	Mental Health Assoc.
Superintendent	Ft. Bend I.S.D	Joe Emerson
"	Lamar I.S.D.	
"	Stafford	
"	Needville	
Edwards McReynolds	Rydwell	

District Attorneys Office
Judge McMeans
Judge Culver

FORT BEND COUNTY HEALTH DEPARTMENT
P. O. BOX 668
ROSENBERG, TEXAS 77471

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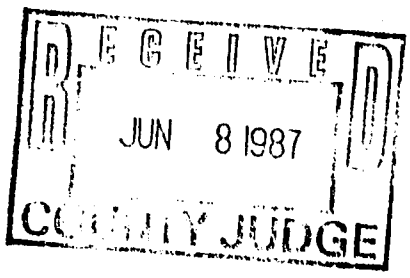
AS PER ORIGINAL

June 5, 1987



Honorable Jodie Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

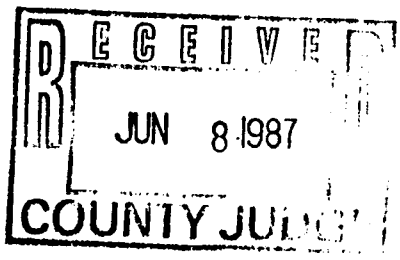
As County Health Officer and Director of the Fort Bend County Health Department, I strongly support the plan for an assessment of mental health needs for Fort Bend County.

The needs of the mentally ill are great and should have some assistance by this study. This project will certainly benefit many citizens of our county.

Sincerely,

W. E. Culpepper, M. D.
Director
Fort Bend County Health Dept.

WEC/hlw



02577

AS PER ORIGINAL 0032

County Court At Law No. 2

FORT BEND COUNTY
RICHMOND, TEXAS 77469

WALTER S. McMEANS
JUDGE

AREA CODE 713
342-3411

June 8, 1987

Commissioners' Court
Fort Bend County
Richmond, Texas 77469

Gentlemen:

This letter is to evidence my support for a study to determine the mental health needs for Fort Bend County.

Based upon my experience as mayor and as judge I have seen that adequate mental health care is lacking and very much needed in this county.

Yours truly,

Walter S. McMeans

Walter S. McMeans
Judge

WSM:zts

RECEIVED
JUN 9 1987
COUNTY JUDGE

02578

Texas Department of Mental Health and Mental Retardation

Richmond State School
2100 Preston Street • Richmond, TX 77469-1499 • (713) 342-4681

Joseph H. Emerson
Superintendent

Gary E. Miller, M.D.
Commissioner

0032

AS PER ORIGINAL

June 3, 1987

The Commissioners of
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Dear Sirs:

I am writing to you in support of the request from the Health Council for $9000.00 to complete a thorough and comprehensive mental health needs assessment for Fort Bend County. As superintendent of Richmond State School and an employee of the Texas Department of Mental Health and Mental Retardation, I come in contact, almost daily, with citizens of Fort Bend County who have mental health problems and needs which unfortunately Richmond State School cannot meet.

Texas law limits the constituency that Richmond State School is allowed to serve to people with mental retardation and developmental disabilities. In spite of this fact, Richmond State School has attempted, through the social service division, to refer people in need to the appropriate resource available in the county to assist them. Unfortunately, people with mental health needs and without good insurance or other resources are unable to access appropriate mental health services simply because none are available for this population which is considerable.

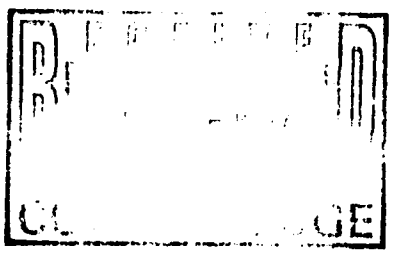
A comprehensive mental health needs assessment which would provide accurate economic and demographic data to Texas Department of Mental Health and Mental Retardation would go far in convincing our Department that additional resources need to be allocated through the legislative process to the citizens of Fort Bend County.

I urge you to allocate $9000.00 for the Health Council and promise to work with Commissioner's Court and the Health Council to make appropriate mental health services available to citizens of this County. Thank you for your consideration.

Sincerely,

Joseph H. Emerson
Superintendent

JHE:so



Equal Opportunity/Affirmative Action Employer

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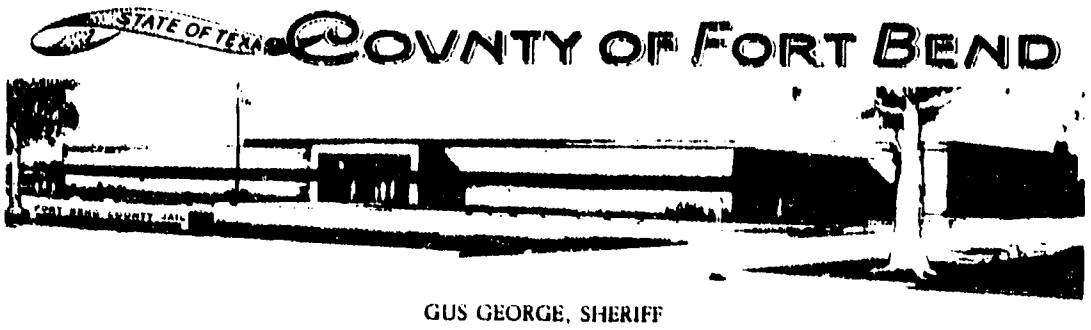

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

June 2, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4

Gentlemen:

The Fort Bend County Health Council recently completed a task force study of mental health services available in our County. The twelve member task force has recommended that a comprehensive assessment of mental health needs be made to provide long range planning. The Health Council has adopted a model plan authored by the Mental Health Association and would make use of volunteers to gather the necessary information.

The estimated cost of conducting this assessment has been placed at $10,000.00 with the Fort Bend Health Council providing the first $1,000.00 and the balance to be requested from County government.

As evidenced by the Sheriff Department's Mental Health unit monthly reports, the request for our services has been on an increase. Any plan which will expedite the improvement of mental health services to our County is welcomed and your support of this proposal is requested. Please be assured of our continued support and assistance in this most worthwhile endeavor.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk

Texas Department of Mental Health and Mental Retardation

Austin State Hospital
4110 Guadalupe • Austin, Texas 78751-4296 • (512) 452-0381

Harold K. "Kenny" Dudley Jr.
Superintendent

Gary E. Miller, M.D.
Commissioner

02530

0032

Fort Bend County Outreach
1601 Main
Box 142
Richmond, TX 77469

June 5, 1987

RECEIVED
JUN 8 1987
COUNTY JUDGE

Honorable Commissoner's Court
Fort Bend County
Richmond, Texas 77469

SUBJECT: Mental Health Feasibility Study

Dear Sirs:

The Fort Bend County Outreach Center supports the concepts outlined in the proposed feasibility study now being presented before you.

As the Mental Health Authority for Fort Bend County, our office is cognizant of the growing need for comprehensive mental health services for this county's diverse population. Of even more concern to us is the growing need for expanded services to the chronically mentally ill. We hope this study conveys the need.

We sincerely hope you will give every consideration to this proposed study.

Yours Truly,

Norma Bruce RN

Norma B. Bruce, R.N.
Director

NB/jm

RECEIVED
JUN 8 1987
COUNTY JUDGE

6. SHERIFF GUS GEORGE, RE: ACCEPT 1981 CHEVROLET, A FORFEITED VEHICLE, VIN 1G1AL69H3BJ277450:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept 1981 Chevrolet, a forfeited vehicle, VIN 1G1AL69H3BJ277450. (Recorded in minutes in full)

7. GLORY KETELERS, DISTRICT CLERK, RE: AMEND BUDGET IN PROPERTY & EQUIPMENT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve $2,100 for property & equipment. Funds to come from Contingency Fund - an emergency is declared.

Glory Ketelers, District Clerk request $2,092.09 for property & equipment.

8. CONSIDER ESTABLISHING A CHANGE FUND FOR JUVENILE PROBATION DEPT.:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve a $25.00 change fund for Juvenile Probation dept. (Recorded in minutes in full)

9. APPROVE AND ACCEPT MAINTENANCE BOND FOR HICKORY CREEK, SEC. 1, PRECINCT 3 AND RELEASE EXISTING BOND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve maintenance bond for Hickory Creek, Sec. 1, Precinct 3 and release existing bond. (Recorded in minutes in full)

10. CONSIDER CONTINUANCE OF CONTRACT WITH MID-WESTERN MEDICAL SERVICES INC. (DR. BLAKE BERRY) TO PROVIDE INDIGENT HEALTH CARE FOR FORT BEND COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve renewal of contract with Mid-Western Medical Services Inc. for the New Horizons Adult Clinic at $295,000 and renew contract with Mid-Western Medical Services, Inc. for billing review services at $58,000, effective September 1, 1987 for one year. Funds to come from Indigent Care. (Recorded in minutes in full)

Dr. Blake Berry presented contracts for review and approval.

11. CONSIDER REISSUING CHECK IN THE AMOUNT OF $52.82 TO HOUSTON TITLE CO. ORIGINALLY ISSUED 10-5-84:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reissue check in the amount of $52.82 to Houston Title Co. originally issued 10-5-84. (Recorded in minutes in full)

12. ADVERTISE FOR BIDS FOR THE FOLLOWING: (1) CONCRETE LEVELING & STABILIZING EQUIPMENT (2) AMBULANCE ATTENDANTS' ERRORS & OMISSIONS POLICY:

Advertise for concrete leveling & stabilizing equipment:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for concrete leveling & stabilizing equipment.

Advertise for ambulance attendants' errors & omissions policy:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for ambulance attendants' errors & omissions policy.

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STATE OF TEXAS COUNTY OF FORT BEND

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

June 9, 1987

Honorable Jodie E. Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, June 15, 1987.

1) Accept property to wit: a 1981 Chevrolet, VIN: 1G1AL69H3BJ277450. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor

87-02-0570 02583

AS PER ORIGINAL 0032

NO. 56,878

THE STATE OF TEXAS	X	IN THE DISTRICT COURT
VS.	X	OF FORT BEND COUNTY, TEXAS
One 1981 Chevrolet Automobile	X	240TH JUDICIAL DISTRICT

DEFAULT ORDER OF FORFEITURE

On this the 9th day of June, A.D., 19 87, came on to be heard and considered the petition for Forfeiture in the above styled and numbered cause filed heretofore on the 13th, day of March, 19 87, and after due notice to the party herein, it now appears that no answer or appearance has been filed by any party claiming an interest in the property which is the subject matter of this forfeiture, and came the Plaintiff, the State of Texas, by and through Sam W. Dick, District Attorney of Fort Bend County, Texas; and the Plaintiff presented prima facie evidence through her Notice of Seizure and Intended Forfeiture, a part of the record in this cause pursuant to Article 4476-15, "The Controlled Substances Act", Section 5.07(b), V.A.C.S. that on the 25th day of February, 19 87, in Fort Bend County, Texas, the said 1981 Chevrolet Automobile involved herein was used and intended for the purpose of transportation for delivery, of a controlled substance as described in Paragraph (a) of Section 5.03 of Article 4476-15, V.A.C.S., to-wit: Marijuana and that Aguirre Armando Mario Zamora was the owner and operator of the vehicle and having been timely served, and the Court after duly considering the same, as well as the law involved herein, finds that the said 1981 Chevrolet Automobile should be forfeited to the State of Texas as prayed.

It is accordingly ORDERED, ADJUDGED and DECREED that the said 1981 Chevrolet, vehicle identification number 1G1AL69H3BJ277450 bearing Texas license number 403-EUD, is found to have been illegally used for the purpose of transporting for delivery and facilitation the transportation for delivery of a controlled substance, to-wit: Marijuana on the 25th day of February, 19 87, when the said vehicle was traveling in Fort Bend County, Texas, to-wit: in or near the area of 445 FM 1092, Fort Bend County, Texas, and that the said 1981 Chevrolet Automobile is hereby forfeited to the State of Texas.

It is further ORDERED, ADJUDGED and DECREED that pursuant to Section 5.08 of Article 4476-15, V.A.C.S. Fort Bend County is hereby authorized to use, maintain, repair and operate the said 1981 Chevrolet Auto. after it has paid all storage charges and liens, if any, which may have accrued against said vehicle and that said 1981 Chevrolet Automobile be transferred to Fort Bend County for its use and benefit after payment of said storage charges and liens and that the State of Texas is hereby authorized and directed to issue good and sufficient title to said motor vehicle that will perfect clear title on said motor vehicle to Fort Bend County; and that all costs of Court be assessed against the Defendant for which let execution lie.

AS PER ORIGINAL

SIGNED on this the 9th day of June, A.D., 19 87.

JUDGE PRESIDING
~~240th~~ 268th Judicial District Court
Fort Bend County, Texas

APPROVED AS TO FORM:

SAM W. DICK
District Attorney

By: Ralph L. Gonzalez
Ralph L. Gonzalez
Assistant Criminal District Attorney
Fort Bend County Courthouse
Richmond, Texas 77469
(713) 342-4460

FILED
1987 JUN -9 PM 1:32

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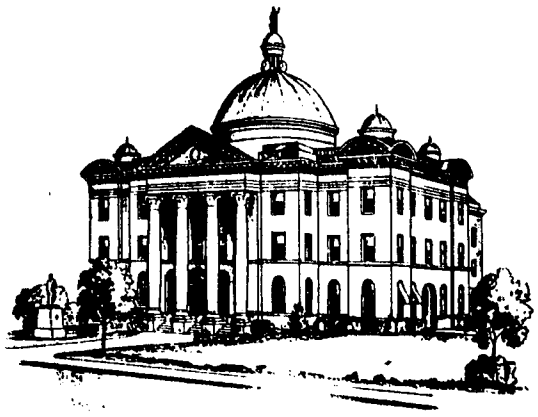
AS PER ORIGINAL

0032

GLORY KETELERS
District Clerk



State of Texas
County of Fort Bend

RECEIVED
JUN 10 1987
COUNTY JUDGE

MEMO

TO: JODIE STAVINOHA, COUNTY JUDGE

FROM: GLORY KETELERS, DISTRICT CLERK

RE: COMMISSIONERS' COURT, JUNE 15, 1987

DATE: JUNE 10, 1987

Please schedule me to appear before Commissioners' Court June 15, 1987 so that I may make a request to amend my budget.

Line item #1010 shows a deficit of $842.09. There is no money in any other line item that can be transferred into the #1010.

In planning for the rest of the year, I am requesting an additional $1,250 plus the $842.09. This brings the total request to $2,092.09.

Thank you,

Glory Ketelers

GK/cb

P.O. Drawer "E" Richmond, Texas 77469 (713) 342-4311

B 02586
0032

Ft. Bend County
Richmond, Texas

DATE June 4 19 87

AS PER ORIGINAL

VENDOR NAME & ADDRESS

Juvenile Probation Dept.

ITEM# 10-50-0019-1062

VENDOR#

FOR

PURCHASE ORDER#

CLAIM#

QUANTITY	DESCRIPTION	PRICE	
	Change fund for Juvenile	$25	00
	Probation Department in the		
	amount of $25.00 for change		
	for payment of various fees		
	made to this department		

ORDERED BY Dennis L. McGee

$25 00

APPROVED BY
COUNTY AUDITOR

ALLOWED IN TERM OF COURT.

RECEIVED
JUN 5 1987
COUNTY JUDGE

AS PER ORIGINAL 0032

unless there is an excess of such funds. 51.15

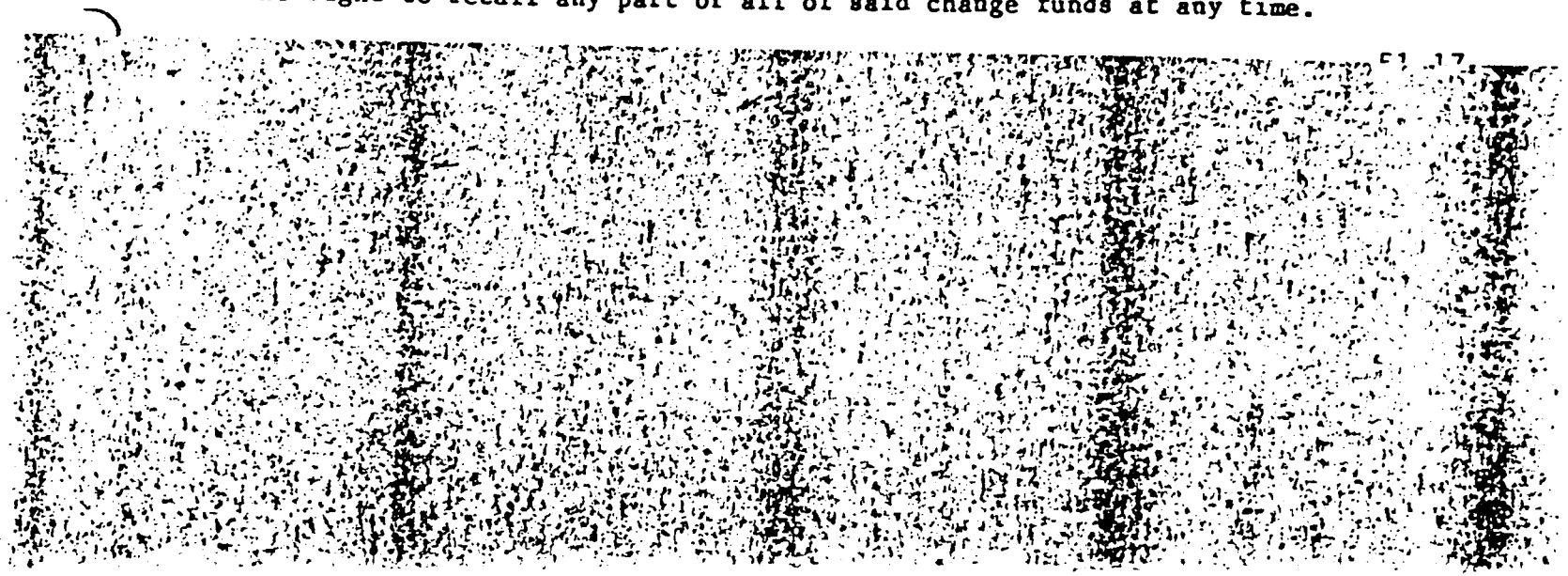
ARTICLE 1630c - CHANGE FUND IN COUNTIES OF 600,000 OR LESS POPULATION 51.16

Section 1. The Commissioners Court of any county having a population of not more than 600,000 by the last preceding Federal Census, may set aside from the General Fund amounts not to exceed $100.00 for any one collecting office for use by any county or district official collecting public funds as a change fund, which said fund is to be used only for making change in connection with collections due and payable to the county, the State of Texas or any political subdivision for which collections are lawfully made by said county or district official.

Section 2. The bond of each and every public official who receive such a change fund shall cover his responsibility for the correct accounting and disposition of said change fund.

Section 3. It shall be unlawful to use such change fund for making loans or advances, or for cashing checks or warrants of any kind.

Section 4. The Commissioners Court shall, within its discretion, have the right to recall any part or all of said change funds at any time.



9 02588

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
JUN 1 [illegible]

May 28, 1987

Mr. Glen Crocker
Assistant County Engineer
Fort Bend County, Texas

Re: Bond, Hickory Creek, Section 1

Dear Mr. Crocker:

This office has reviewed the above stated bond. The document appears acceptable as to form. Attached hereto is the original of same to be presented to Commissioners' Court.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Attachment

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Mr. Sam W. Dick, Criminal District Attorney
Mr. Stanley Kucherka, County Engineer

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

02589

COUNTY OF FORT BEND

LETTER OF TRANSMITTAL

0032

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-2863

DATE 5-15-87	JOB NO
ATTENTION MR. WAGENBACH	
RE HICKORY CREEK, SECTION 1 PAVEMENT MAINTENANCE BOND	

TO CIVIL DIVISION
COUNTY D.A. OFFICE

WE ARE SENDING YOU ☑ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change of order ☑ ORIGINAL BOND

COPIES	DATE	NO.	DESCRIPTION
1	5/6/87		BOND # 5261054 BY NATIONAL SECURITY CORP. FOR GENERAL HOMES

THESE ARE TRANSMITTED as checked below:

☑ For approval ☐ Approved as submitted ☐ Resubmit ___ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ___ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☑ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS LARRY,

THIS BOND IS TO COVER THE STREETS IN HICKORY CREEK, SECTION 1 THAT WERE NOT ACCEPTED BY COMMISSIONERS COURT. AS IT IS NOT ON OUR STANDARD BOND FORM COULD YOU PLEASE REVIEW AND LET ME KNOW WHAT CHANGES IF ANY NEED TO BE MADE.

THANKS !!

COPY TO _____

SIGNED: Glen Cooke

If enclosures are not as noted, kindly notify us at once.

General Homes ®

HOUSTON REGION LAND

TRANSMITTAL

RECEIVED MAY 14 1987

02590
0032

7322 Southwest Freeway
Houston, Texas 77074
(713)270-7834

AS PER ORIGINAL

TO: Stanley Kucherka
Fort Bend Co. Drainage District
3417 Avenue F
Rosenberg, Texas 77471

Date: May 11, 1987

Project: Paving Bond for Hickory Creek I

Gentlemen:

Enclosed please find 1 ~~copy~~ Original of:

The paving bond in the amount of $65,112.75 for the balance of the pavement in Hickory Creek section I that was not accepted, as of yet, by Fort Bend County.

THESE ARE:

- [ ] Approved
- [ ] Approved as noted
- [ ] Disapproved
- [x] For your use
- [ ] For your comments
- [ ] For your files
- As per your request
- As per our conversation
- For your review and approval

Remarks:

Stanley - Please forward me a copy of the completely excuted bond once it is returned to your office so we can complete our files & reduce our original bond amount. REMAINING 4,340.85' @ $15.00 LF = 65,112.75

File RBDF HCI-Bonds

Very truly yours,

GENERAL HOMES CORPORATION

by RB

cc.

GH 666A

ORIGINAL BOND FOR $127,620.00
VOL 1170 PAGE 633
FILED APRIL 11, 1983
CLERKS FILE # 16732

8736825

1954 2522
BOND #5261054

02591
0032

RECORDED

BOND

STATE OF TEXAS ⊗

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND ⊗

THAT General Homes Corporation of Harris County, Texas, hereinafter called the Principal and National Surety Corporation, a Corporation existing under and by virture of the laws of the state of Texas and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of Houston, State of Texas, Authorized to accept service in all suits an actions brought within said State is _____, residing in the City of Houston, hereinafter called the Surety, are held and firmly bound unto, _____ County Judge of Fort Bend County, Texas, in the full sum of Sixty-Five Thousand One Hundred Twelve 75/100 Dollars, ($65,112.75) current, lawful money of the United States of America, to be paid to _____ County Judge of Fort Bend County, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Hickory Creek Section I

located in Fort Bend County, Texas, as per Volume(s) 842B Page(s) _____, ~~Map~~ PLAT Records of Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in Section 1 of the policies for approval of plats in Fort Bend County; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads and streets therein shown, in accordance with the specifications set out therein, and maintain such roads and streets until such time as roads and streets have been accepted and for maintenance by the Commissioners Court of the County of Fort Bend, Texas.

RECORDED

02592

0032

It is further stipulated and understood that the approval of the map or plat of the above Subdivision(s) is conditioned upon the subject to the strict compliance by the Principal herein with the aforesaid specifications and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that I the above-bounded Principal, his, theirs, or its heirs, executors, administrators, successors, assigns, and legal representatives and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above-referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads and streets in the above-named Subdivision(s) and that upon approval of the construction of said roads or streets by the County Engineer, and upon the approval of such maintenance by the County Engineer, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bond and obligate himself and themselves to pay to the County Judge of Fort Bend County, State of Texas, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads and streets in the above-named Subdivision(s), and further agree, bind and obligate themselves to save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads and streets in the above-named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporations, or other legal entity having the capacity to contract. The words Roads or Streets used herein mean each and every road or street in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

1954 2524

RECORDED

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas

02593

Executed this 6th day of MAY, 1987.

0032

ATTEST:

Mary C. Thamm
Assistant Secretary

General Homes Corporation
Principal

By: James C. Alexander

National Surety Corporation
Surety

ATTORNEY IN FACT
Gary L. LaFour

APPROVED this 18th day of June, 1987

Judie E. Stavinoha
County Judge

APPROVED as to Form
for Fort Bend County.

Larry D. Wagnber
Asst. District Attorney

Return to Bond file

GENERAL POWER OF ATTORNEY

NATIONAL SURETY CORPORATION

1954 2525

RECORDED

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of Illinois, and having its Home Office in the City of Chicago, Illinois, has made, constituted and appointed, and does by these presents make, constitute and appoint

INEZ M. ALLEN, CAROLYN O. KELLOGG and GARY L. LaFOUR
jointly or severally

HOUSTON, TX

AS PER ORIGINAL

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

02594

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

0032

This power of attorney is granted pursuant to Article VIII, Section 29 and 30 of By-laws of NATIONAL SURETY CORPORATION now in full force and effect.

"Article VIII, *Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 29. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 30. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 7th day of September, 1972, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 19th day of August, 19 85.

NATIONAL SURETY CORPORATION

By Richard Williams
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

On this 19th day of August, 19 85, before me personally came Richard Williams, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
SUSIE K. GILBERT
NOTARY PUBLIC - CALIFORNIA
Principal Office in Marin County
My Commission Expires Nov. 17, 1988

Susie K Gilbert
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

I, the undersigned, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, an ILLINOIS Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 29 and 30 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 6th day of MAY, 1987.

Loretta E Anstey
Resident Assistant Secretary

1954 2526

FILED

'87 JUN 19 P2:29

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

02594 A
0032

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JUN 23 1987

County Clerk, Fort Bend Co., Tex.

Fort Bend County Indigent Health
Care Program

NEW HORIZONS ADULT CLINIC

Contract Renewal

The New Horizons Adult Clinic is an outpatient clinic for people at or below 150% of poverty level. County funds provide care to patients at or below 25% of poverty level. The clinic is staffed by a physician, two nurses, a nurse's aid, and a receptionist/office manager. The Family Practice Residency Program provides an additional physician at times. Dr. Beavers, the Medical Director of the clinic, has done a superb job of caring for patients. During the first eight months of operation, he has discovered undiagnosed and untreated patients with such serious problems as diabetes and hypertension.

Services available to patients at the clinic include diagnosis and treatment of minor injuries, and acute and chronic illnesses, ultrasound treatment for muscular injuries, EKG, diabetic counseling, lab tests, (see Table I). In addition, many drug companies leave samples that are given to patients, thus saving some County funds.

Since the New Horizons Adult Clinic opened in September, 1986, over 3300 people have been treated. Over 400 lab tests have been performed. Thousands of dollars worth of free medication has been dispensed. Table II has the statistical breakdown for the Clinic activity.

Mid-Western Medical now requests renewal of the contract to fund the New Horizons Adult Clinic for September 1, 1987. No increase in the amount of the contract is requested. A copy of the proposed contract is in Attachment A.

Attachment B is a group of photographs showing the Clinic, some of its staff, laboratory equipment, and some patients in an educational class about diabetes.

TABLE I

Tests available at New Horizons Adult Clinic:

Blood Tests:	Hemoglobin
	Glucose
	Cholesterol
	Triglycerides
	SGOT
	SGPT
Urine Tests:	Microscopic exam
	Leukocytes
	Nitrite
	Urobilinogen
	Protein
	pH
	Blood
	Specific Gravity
	Ketones
	Bilirubin
	Glucose
Stool Tests:	Blood

EKG

Table II

Statistics from New Horizons Adult Clinic (9/1/86 to 6/10/87)
Total patient seen in the clinic by financial group:

A	B	C	D	E	F	TOTAL
2500	265	180	186	96	51	3278

Number of indigent patients seen in clinic by financial group:

A	B	C	D	E	F	TOTAL
701	129	95	108	63	34	1138

Lab work performed in clinic:

A	B-F	Total	Dollar Amount
347	67	414	$2,949.50

ATTACHMENT A

THE STATE OF TEXAS

AGREEMENT

COUNTY OF FORT BEND

THIS AGREEMENT is made on this the 15 day of June, 1987, by and between FORT BEND COUNTY (hereinafter called the "County"), a body politic, acting herein by and through its Commissioners Court, duly authorized and empowered, and MID-WESTERN MEDICAL SERVICES, INC. (hereinafter called "Provider").

WHEREAS, Article 4438F, Vernon's Texas Civil Statutes, commonly referred to as the Texas Indigent Health Care and Treatment Acts mandate Fort Bend County, Texas, to provide certain non-emergency health care assistance to each eligible resident of said County who does not reside within the area that public hospital or hospital district has a legal obligation to serve; and

WHEREAS, Fort Bend County desires to retain a Mandated Provider that aggrees to provide non-emergency health care services to eligible residents; and

WHEREAS, Mid-Western Medical Services, Inc. desires to remain the Mandated Provider of health care services selected

by Fort Bend County to provide non-emergency health care services to eligible adult residents;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the County and Provider agree as follows:

It is understood and agreed between the parties that the primary purpose of this Agreement is to retain a Mandated Provider so that the County meets all requisite requirements as set forth in the Texas Indigent Health Care and Treatment Act.

I.

Provider agrees to provide non-emergency out-patient health care services to eligible residents of Fort Bend County, Texas, subject to the terms , provisions and conditions hereof.

A. The Office of Early Childhood Development of Fort Bend County, Texas ("OECD") shall be responsible for the eligibility standards and application, documentation, and verification procedures for the determination of eligibility of residents under the Texas Indigent Health Care and Treatment Act.

B. The term "eligible" as used herein shall mean and refer to those residents of Fort Bend County, Texas, who are deemed eligible by the OECD, for health care services under the provisions of the Texas Indigent Health Care and Treatment Act. OECD will screen and qualify the patients periodically as required, and in no event less often than every six (6) months.

C. The responsibility of Provider will be limited to that of providing such out-patient non-emergency medical health care only in a clinic ("Clinic") to be established as hereinaftrer provided; Provider will assist, however, Fort Bend County in establishing the following essential health care services as stated in the Texas Indigent Health Care and Treatment Act; to-wit

1. In-patient and out-patient hospital services as limited by the Indigent Health Care and Treatment Act;

2. Laboratory services

3. Family planning services;

4. Physician services;

5. Skilled nursing facility services as limited by

the Indigent Health Care and Treatment Act;

6. Rural health clinic; and

7. The County shall be responsible for the payment of not more than three (3) prescription drugs per month.

II.

The parties recognize and agree that the Clinic will be located at 711 George Street, Richmond, Texas, and at such other locations as may be designated by County from time to time.

A. Such Clinic and related facilities to be furnished by and at the expense of County.

B. The County shall be responsible to provide and maintain the building and facilities, its upkeep, and utilities used in connection therewith, during the term of this Contract.

C. The County shall also provide liability insurance in an amount mutually satisfactory to the parties hereto, naming

each party hereto as a named insured.

III.

Provider shall provide for the services of a Texas licensed physician, a nurse (either R.N. or L.V.N., as determined by Provider in its judgement), and such other non-professional personnel as Provider may deem appropriate in its sole judgement, at the Clinic.

A. The Clinic shall be open Monday through Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m., except on holidays recognized by the State of Texas, or except for closing due to casualty and causes beyond the control of Provider. The Provider may, at its sole discretion, close the Clinic one afternoon per week.

B. Provider shall provide equipment for the Clinic to include beds, microscope, otoscopes, opthalmoscopes, stethoscopes, examination lights, blood pressure cuffs, necessary instruments, and a sterilizer, as well as supplies for the Clinic to include linens, bandages, syringes, needles, ointments, soap, and the like. A limited laboratory will also be provided.

IV.

If an ambulatory resident does not meet the said eligibility requirements, but is below 150% of the Federal Poverty Level, as determined by OECD, who shall provide screening relative thereto, Provider shall provide appropriate basis out-patient medical health care to ambulatory resident meeting this requirement, but only up to the capacity of the Clinic relative to size, facilities and staffing, and only to the extent that the Clinic staff can reasonably handle these additional patients without extra expense and staffing. The determination as to whether or not the additional patients, or how many of said additional patients, can from time to time be adequately handled and provided for by the Clinic shall be in the sole judgement of Provider. Under no circumstances will the Provider be required to hire or contract with additional staff. With respect to these additional patients who do not meet the qualifications of the Act, but are below 150% of the Federal Poverty Level as determined by the OECD, the fee charged to these patients will be on a sliding scale. The fees so received by the Clinic shall be deposited in an account, entitled "Primary Indigent Care (FBC) Association" in a bank of the County's choice, said money to be used for the purchase of supplies for the Clinic. The records of Provider shall be open to County to review and audit at all times during normal business hours. It is specifically recognized and agreed by the parties hereto that the patients who meet the qualifications under the Act will be given first

priority insofar as capacity of the Clinic is concerned.

V.

Provider agrees to keep patient records and make reports to the County as may be required by the Act.

VI.

The Fort Bend County Medical Officer, Dr. Culpepper or his successor, may, for any reason whatever, disapprove the use of any physician or hospital. When this disapproval is transmitted in writing to the Clinic, further referrals to said physician or hospital shall not be made. The responsibility in connection with the disapproval of physicians and hospitals shall be that of the Fort Bend County Medical Officer.

VII.

In performing hereunder, the Provider shall act as an independent contractor. The Provider shall complete the services required hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Provider and not subject to the control of

supervision of the County.

VIII.

The total compensation to be paid to the Provider by the County for the performance of services hereunder shall be as set forth on Schedule 1 attached hereto and made a part hereof for all purposes. Payments to the Provider shall not be subject to the customary withholding taxes or other employment taxes required with respect to compensation paid to an employee. If services other than those specified herein are provided by Provider hereunder, then compensation to Provider therefor will be in addition to that specified on Schedule 1 and in an amnount to be agreed upon by County and Provider, provided, however, approval must abe obtained from County before such additional health care services are provided to an eligible resident.

IX.

The term of this Agreement shall commence as of September 1, 1987, and shall continue until September 1, 1988, and shall be automatically renewable for successive periods of one (1) year thereafter unless either party gives written notice to the other of its intent not to renew this Agreement not later than sixty (60) days prior to the termination of the then current term.

A. Notwithstanding the foregoing, if for any reason the Provider fails to provide a licensed physician as required hereunder, for a period of time exceeding one (1) week during the term hereof when the Clinic would otherwise be required to be open, either party shall have the right to terminate this Agreement at any time after said one-week period which Provider did not provide such licensed physician, and upon such termination delivered in writing by either party to the other hereunder during such time, this Agreement shall terminate and no party shall have any obligations to the other hereunder.

B. Notwithstanding the foregoing, if for any reason the Texas Department of Human Resources determines that the County has not met the requirements of the Texas Indigent Care and Treatment Act, the County shall have the right to terminate this Agreement at any time thereaftrer or the County may, at its sole discretion, give Provider an oportunity to correct the non-compliance as determined by the Texas Department of Human Recources so as the County would qualify under the said Act.

X.

The provisions of this Agreement are severable, and if any work, phrase, clause, sentence, paragraph, section or

other part of this Agreement or the application thereof to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstance shall not be affectd thereby, unless in the opinion of the County or Provider the purposes of this Agreement have been rendered useless.

XI.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this Agreement cannot be assigned without prior written consent of the County.

XII.

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

XIII.

Each party represents and warrants to ther other that this Agreement is binding upon and enforceable against such party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

FORT BEND COUNTY, TEXAS

Dated: 6-15-87

By: Jodie E. Stavinoha

Jodie E. Stavinoha

Title: County Judge

ATTESTED:

Jeanne Wilson

County Clerk

MID-WESTERN MEDICAL SERVICES, INC.

Dated: 6-15-87

By: Robert Berry, M.D.

Title: President

SCHEDULE 1 TO AGREEMENT BETWEEN

FORT BEND COUNTY AND MID-WESTERN MEDICAL SERVICES, INC.

The County agrees to pay the Provider, Mid-Western Medical Services, Inc., as consideration of this Agreement, the sum of Two hundred Ninety-five Thousand Dollars (295,000.00), payable as shown below.

The County agrees to pay an advance to Provider to enable the Provider to improve the Fort Bend County Indigent Health Care Program, the sum of Fifty Thousand Dollars ($50,000.00), as of the date hereof. Such money shall be used by the Provider to renew necessary malpractice insurance as required in Paragraph II C. of this Agreement and shall not be refundable. In addition thereto, the balance of said monies shall be used to acquire necessary equipment, advertising search for staff personnel, maintain a fringe benefit package for same, and legal fees, etc. The said $50,000.00 shall be absorbed out of the total fee during the contract term as follows:

Total Contract Consideration------$295,000.00

Less Improvement Fee----------$ 50,000.00

Balance Owing----------$245,000.00

Payments Per Month as

Same Become Due----------$ 20,417.00

The first such payment of $20,417.00 shall become due and payable on the first day of October, 1987, and a like payment thereof for each month thereafter during the term of this Agreement. All payments are to be made to the Provider at the office in Richmond, Fort Bend County, Texas.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

FORT BEND COUNTY, TEXAS

Dated:_____

By:_____

Jodie E. Stavinoha

Title: County Judge

ATTESTED:

_____

County Clerk

MID-WESTERN MEDICAL SERVICES, INC.

Dated:_____

By:_____

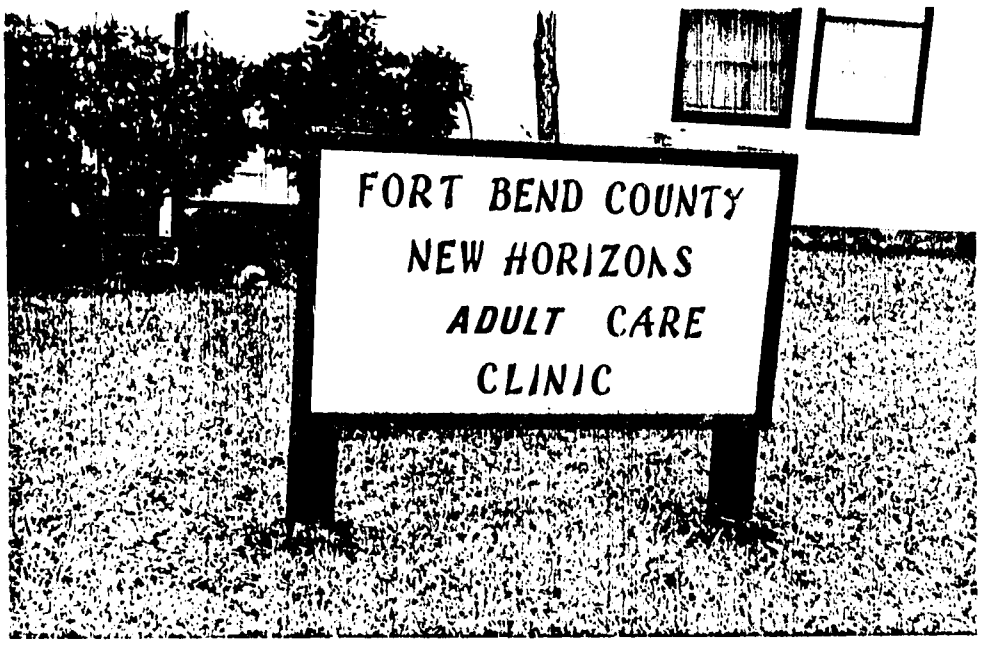
Title:_____

ATTACHMENT B

02616

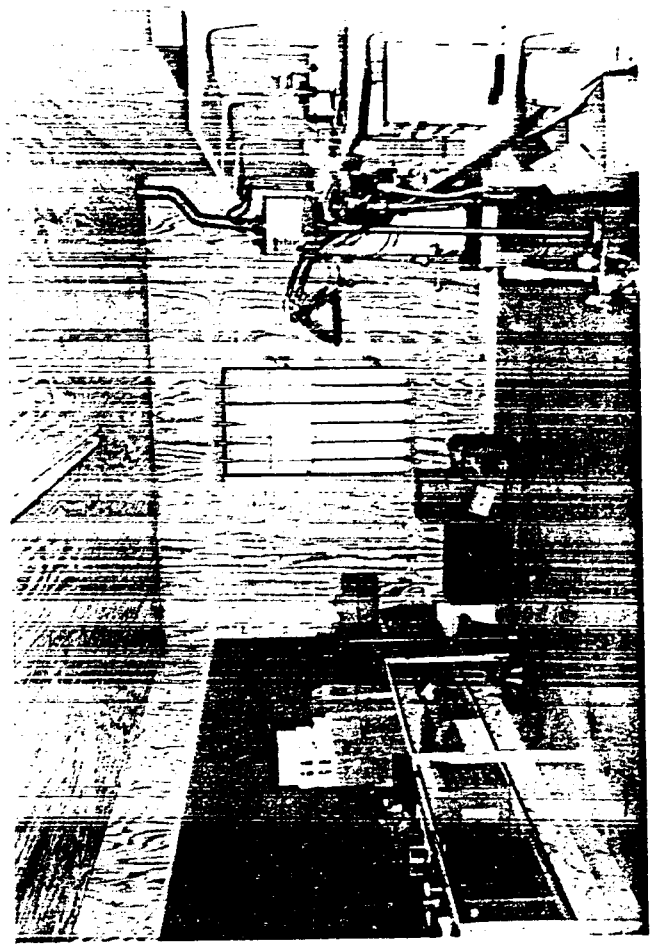
0032

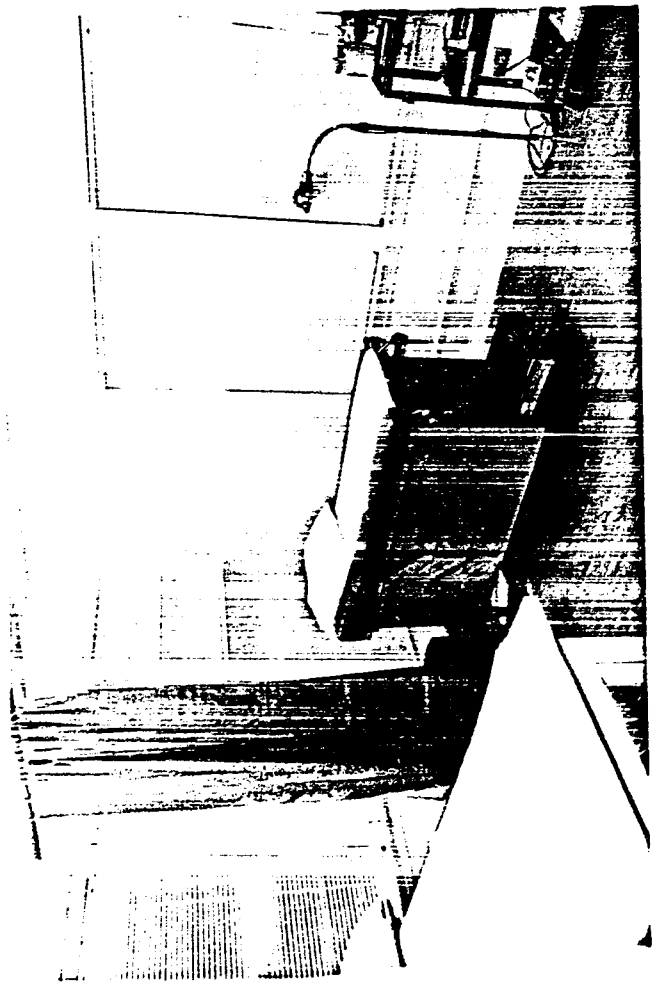
AS PER ORIGINAL

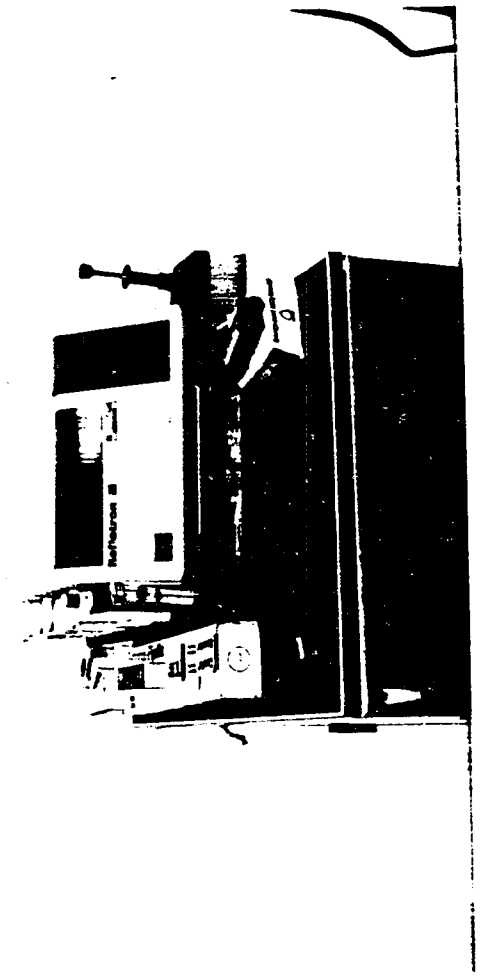


02617
0032

AS PER ORIGINAL







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AS PER ORIGINAL

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FORT BEND COUNTY INDIGENT HEALTH
CARE ASSOCIATION
BILLING CONTRACT
Request for Renewal

OVERVIEW OF INDIGENT HEALTH PROGRAM

Screening of applicants for all programs (ESP) - (OECD)

Fort Bend County Indigent Health Care Programs: These programs deal with those who are screened Group A (income less than 25% of Federal OMB poverty level).

I. Great Expectations (Prenatal, Labor and Delivery, and Postnatal Care) - OECD

II. Pediatric Clinic - OECD

III. New Horizon Adult Clinic - Mid-Western Medical

IV. Bill Resolution - Mid-Western Medical

Primary Care to Indigents (State of Texas): This program deals with patients who are screened as Group B (26% - 50% of poverty level), Group C (51% - 75% of poverty level), Group D (76% - 100% of poverty level), Group E (101% - 125% of poverty level), and Group F (126% - 150% of poverty level). The Primary Care to Indigents is a state-funded supplement to the county program.

I. Great Expectations - OECD

II. Pediatric Clinic - OECD

III. New Horizons Adult Clinic - Mid-Western Medical

This is a request to renew the Bill Resolution Contract between Fort Bend County and Mid-Western Medical Services, Inc.

Under this contract, all bills generated by the County Indigent Health Care Program (Group A patients) are resolved against allowable changes as set forth in State guidelines. All hospital, physician, pharmacy, laboratory, and x-ray bills are reviewed by insurance clerks at the Midwestern medical office at 1116 Morton, Suite B, Richmond, Texas. Two clerks work there now using as computer termi al and the guidelines to resolve all submitted bills. Attachment A lists totals for most of the 3000 bills justified thus far. As of June 10, 1987, the total of all bills received was $966,984.57. Of that amount, $442,226.61 was denied and $524,757.96was recommend for payment.

The amount of the renewal request is $58,000.00. This is an increase from the first year amount of $36,000.00, which amount was substantially below the actual expenses incurred. Attachment B list some of the items of equipment purchased as well as monthly expenses. In addition to these, a third insurance clerk and an additional computer terminal are needed to manage the volume off bills being received.

The contract, shown on attachment C, is essentially the same as the prevgious contract except for the change in cost. This has been submitted to Mr. Wagenbach for review.

ATTACHMENT A

Totals of Bills Received and Justified as of 6/10/87:

VENDOR	AMOUNT BILLED	AMOUNT DENIED	AMOUNT PAID
Physicians	$111,581.51	$ 38,533.45	$ 73,048.06
Hospitals	822,812.10	384,873.03	437,939.07
OECD	13,660.82	1,245.98	12,414.84
Pharmacies	18,930.14	17,574.15	1,355.99
Grand Totals	$966,984.57	$442,226.61	$524,757.96

ATTACHMENT B

Major operating expenses of bill resoultion:

Two insurance clerks	$2,100.00/mo
Health insurance for clerks	200.00/mo
Accountant	500.00/mo
Office rental	650.00/mo
Telephones	200.00/mo
Utilities	250.00/mo
Office insurance & Alarm system	150.00/mo
Computer programing	200.00/mo
Photocopier	4,500.00/total
Typewriter/memory writer	1,500.00/total
Computer	8,000.00/total

To continue the processing of bills, we need an additional clerk (1,000.00/mo) and another computer terminal (4,000.00/total).

ATTACHMENT C

BILLING CONTRACT

THE STATE OF TEXAS

AGREEMENT

COUNTY OF FORT BEND

THIS AGREEMENT is made on this the 15 day of June, 1987, by and between Fort Bend County, Texas (hereinafter referred to as the "County"), a body politic, acting herein by and through its duly authorized and empowered Commissioner's Court, and Mid-Western Medical Services, Inc. (hereinafter referred to as "Mid-Western"), acting herein by and through its duly authorized officers.

WHEREAS, Article 4438f, Vernon's Texas Civil Statutes, cited as the Indigent Health Care and Treatment Act (the "Act"), provides that each county will provide certain health care services in accordance with department rules adopted under the Act;

WHEREAS, the County is liable for health care services pursuant to the Act provided by any "Provider" set forth in the Act and is further liable for the cost of a mandatory health care service established pursuant to the Act (within limitations therein set forth); and

WHEREAS, the necessity exists to obtain assistance in reviewing and reconciling all bills received to determine their compliance with the Act, and Mid-Western desires to

enter into an agreement with the County to perform such services;

NOW, THEREFORE, know all men by these presents:

I.

For the consideration herein set forth, Mid-Western agrees to analyze, reconcile and determine the compliance with the Act of all physician and hospital charges, laboratory, x-ray, pharmaceutical and ancillary related medical services submitted for payment to the County under the Act. Services shall be performed by Mid-Western hereunder on a regular basis and reported to the County at least twice a month which will include a detailed accounting and reconciliation of all charges so submitted for review and the findings thereof.

11.

This Agreement shall be for a term of twelve (12) months commencing as of the first day of September, 1987, provided that either party may terminate this Agreement upon thirty (30) days written notice to the other.

III.

Compensation to Mid-Western hereunder shall be $58,000.00 for the Term hereof, to include payment upon execution hereof of the amount of $10,000.00 and thereafter, payment every month in the amount of $4,000.00. In the event this Agreement is terminated prior to the full Term hereof, compensation shall be accordingly prorated, but the initial payment of $10,000.00 shall be non-refundable. In the event this Agreement is not terminated, the same shall automatically renew for a twelve (12) month period (subject to the right of either party to terminate this Agreement upon thirty days notice as aforesaid).

IV.

In the event the workload for Mid-Western hereunder exceeds initial estimates, then compensation hereunder shall be accordingly adjusted by mutual written agreement of the parties. Mid-Western shall diligently perform its duties hereunder, but shall have no liability to the County except in the event of its fraud or gross negligence.

V.

This Agreement constitutes the full and final understanding and agreement between the parties with respect to the subject matter hereof and may only be modified or

amended by written instrument executed by the parties hereto.

VI.

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstance shall not be affected thereby.

VII.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this Agreement cannot be assigned without prior written consent of the County.

VIII.

This Agreement shall be subject to all valid rules,

regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

IX.

Each party represents and warrants to the other that this Agreement is binding upon and enforceable against such party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

FORT BEND COUNTY, TEXAS

Dated: 6-15-87

By: Jodie E. Stavinoha

Jodie E. Stavinoha

Title: County Judge

ATTESTED:

Dianne Wilson

County Clerk

MID-WESTERN MEDICAL SERVICES, INC.

Dated: 6-15-87

By: Blake Berry, M.D.

Blake Berry, M.D.

Title: President, Mid-Western Medical Services, Inc.

AS PER ORIGINAL
0032
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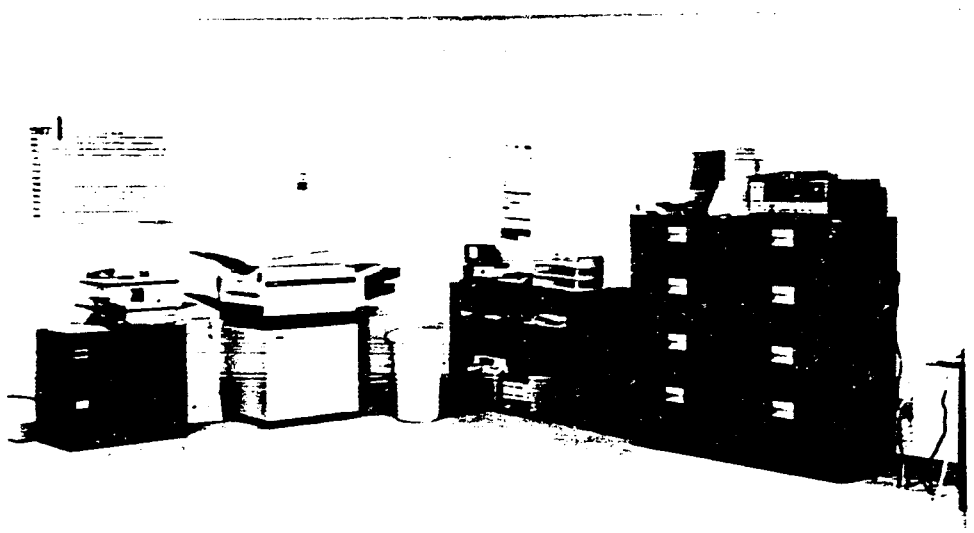
COMPUTER TERMINAL

BILLING DESK



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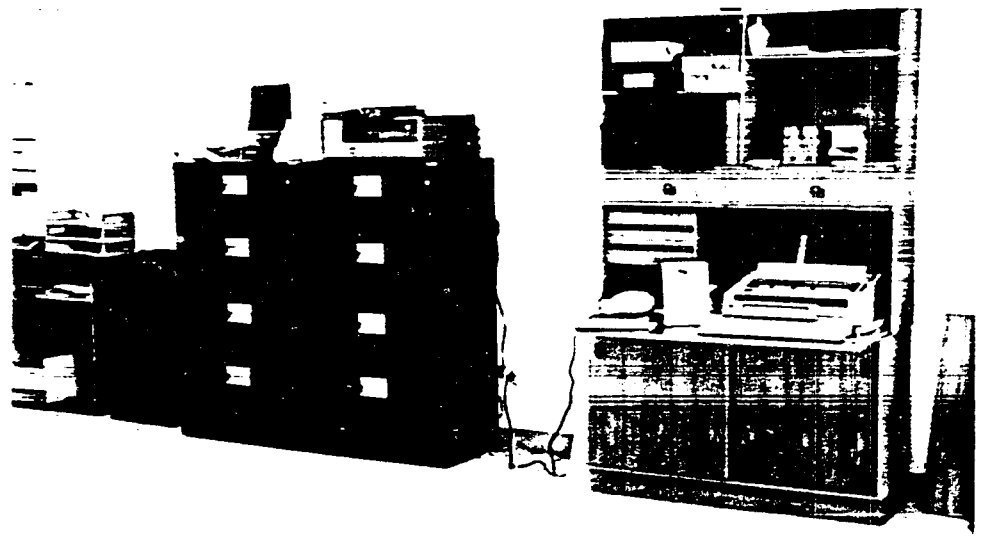

TYPEWRITER

HOUSTON TITLE
A Minnesota Title Company

Houston Title Company
1800 St. James Place, Suite 400
Houston, Texas 77056
713/626 9220

// 02632

0032

RECEIVED
JUN 2 1987
COUNTY JUDGE

May 28, 1987

Fort Bend County Treasurer's Office
P.O. Box 1202
Richmond, Texas 77469

RE: ACCT #791-1505-32-232-0006-5
Lt. 65, Bk. 1 Tara, Sec. #1
Current Owner: Robert Joseph Cerminar
Our GF# 81-02-0339

Gentlemen;

Please accept this letter as Houston Title Company's request and petition for re-issuance of your check no. 11293, dated 10-05-84, in the amount of $52.82, which has never cleared the bank.

Notice of this is per the letter attached from the county clerk's office. A self-addressed return envelope is enclosed for your use and convenience on return.

If there is any additional information required, please notify the undersigned party. All coorespondence should be directed to same on behalf of Houston Title Co./Minnesota Title Co.

Thank you for your cooperation.

Sincerely,
HOUSTON TITLE CO.

Diane New
Escrow Officer

Enc.

13. CONSIDER APPROVAL OF PAYMENT #2 IN THE AMOUNT OF $74,242.50 TO DRYMALLA CONSTRUCTION CO. AND $593.94 TO CHRIS DISTEFANO FOR PRECINCT 1 BUILDINGS C & D:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve payment #2 in the amount of $74,242.50 to Drymalla Construction Co. and $593.94 to Chris DiStefano for Precinct 1 Buildings C & D. (Recorded in minutes in full)

14. DISCUSS AND CONSIDER ACCEPTING BID FOR CONSTRUCTION OF COURTHOUSE ANNEX II:

Postponed

15. CONSIDER ACCEPTANCE OF ROADS IN TARA SUBDIVISION, SEC. 4, PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following roads in Tara Subdivision, Sec. 4, Prct. 1 into the county road maintenance system. (Recorded in minutes in full)

Shenandoah Dr.	1550'
Tara Blue Ridge Dr.	1070'
King Dr.	140'
Buchanan Dr.	1055'
Harpers Dr.	1070'
Renfro Dr.	1175'
Bragg Court	130'
Pemberton Way	340'
Stonewall Ridge Dr.	1090

16. CONSIDER APPROVAL OF RESERVE DEPUTY CONSTABLE MARK SALINAS, PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve reserve deputy constable Mark Salinas, Prct. 1 as presented by David Roden, Constable #1 subject to bond and oath being approved.

17. RELEASE BONDS FOR MEADOWGLEN, SEC. 2, THE MEADOWS: MISSION GLEN, SEC. 2 & 4; TEAL RUN, SEC. 2; AND ACCEPT NEW LETTERS OF CREDIT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release bond for Meadowglen, Sec. 2.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept new letters of credit for Mission Glen, Sec. 2 & 4; Teal Run, Sec. 2; and release prior bonds. (Recorded in minutes in full)

18. CONSIDER APPLICATION FROM MISSION BEND M.U.D. #1 TO INSTALL INLETS ALONG SIDE OF WINKELMAN RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Mission Bend M.U.D. #1 to install inlets along side of Winkelman Rd. in Precinct 3. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM H20 SERVICES INC. TO INSTALL CONDUIT ALONG & UNDER FRY RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from H20 Services Inc. to install conduit along & under Fry Rd. in Precinct 3. (Recorded in minutes in full)

13

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AS PER ORIGINAL

CHRISTOPHER
DI STEFANO &
ASSOCIATES
ARCHITECTS
INC. AIA

AREA CODE 713/953-9032

June 9, 1987

Hon. Jodie Stavinoha, County Judge
Fort Bend County Commissioners Court
Richmond, Texas

RE: COURT AGENDA ITEMS

Dear Judge Stavinoha:

We request the following items be placed on the next agenda for Commissioner's Court:

1. Contractor's Application for Payment #2, re: Pct. 1 Buildings C & D.

2. Architect's Supervision Fee, re: Pct. 1, Bldg. C & D.

3. Discussion of the (3) low bids for the Courthouse Annex II construction and recommendation of the Architect.

Sincerely,

Christopher Di Stefano

Christopher DiStefano, AIA

CD/al

enc.

RECEIVED
JUN 10 1987
COUNTY JUDGE

2500 CITYWEST BOULEVARD • SUITE 2010 • • HOUSTON, • TEXAS 77042

02635

AS PER ORIGINAL

0032

INVOICE ITEMS FOR COURT AGENDA:

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: June 8, 1987

RE: ITEM 1: Contractor's Payment Application
ITEM 2: Architect's Supervision Fee

PROJECT: FT. BEND COUNTY PRECINCT 1, BLDG. C & D

ITEM 1: Drymalla Construction Co., Inc., Application for Payment #2 in the amount of $74,242.50

ITEM 2: Architect's Supervision Fee: $593.94
(74,242.50 X 4% x 20%)

Chris Di Stefano

Chris DiStefano, AIA

cc: Kathy Hynson, County Treasurer
Commissioner Johnnie Pustka, Pct. 1

AS PER ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER): Fort Bend County Commissioners Court
P.O. Box 368
Richmond, Texas 77469

PROJECT: Complete Construction of Bldg. "C" & "D"
Fort Bend Co. Prect. #1
Maintenance Facility
Crabb, Texas

APPLICATION NO: 2

PERIOD TO: 5/29/87

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR):
Drymalla Construction Co., Inc.
P.O. Box 698
Columbus, Texas 78934

VIA (ARCHITECT):
Christopher Di Stefano & Associates, Inc.
2500 CityWest Blvd., Suite #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO: 8504 "A"

CONTRACT FOR:

CONTRACT DATE: 3/9/87

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DRYMALLA CONSTRUCTION COMPANY, INC.

By: W. R. Grance II Date: 6-2-87

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ 129,500.00
2. **Net change by Change Orders** ..... $
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 129,500.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 98,570.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 5 % of Completed Work $ 4,928.50
   (Column D + E on G703)
   b. ___ % of Stored Material $
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 4,928.50
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 93,641.50
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 19,399.00
8. **CURRENT PAYMENT DUE** ..... $ 74,242.50
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 35,858.50
   (Line 3 less Line 6)

State of: TEXAS County of: COUNTY
Subscribed and sworn to before me this 2 day of June, 1987
Notary Public: Patricia Ann Sanders
My Commission expires: 12/30/89

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 74,242.50
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

By: Chris Di Stefano Date: 6-8-87

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AS PER ORIGINAL

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PROJECT: FORT BEND CO. PRECINCT #1, CRABB, TEXAS PROJECT # 2546 APPLICATION # 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS	WORK COMPLETED CURRENT	TOTAL COMPLETED & STORED	% COM-PLETE	BALANCE TO FINISH	RETAINAGE
1.	General Conditions	$14,000.00	$7,000.00	$4,200.00	$11,200.00	80	$2,800.00	$560.00
2.	Site Work	1,000.00	800.00	150.00	950.00	95	50.00	47.50
3.	Drilled Footings	1,500.00	1,500.00	0.00	1,500.00	100	0.00	75.00
4.	Foundation Building C	1,900.00	0.00	1,900.00	1,900.00	100	0.00	95.00
5.	Foundation Building D	28,000.00	0.00	28,000.00	28,000.00	100	0.00	1,400.00
6.	Metal Building C	23,000.00	0.00	18,400.00	18,400.00	80	4,600.00	920.00
7.	Metal Building D	35,000.00	0.00	21,000.00	21,000.00	60	14,000.00	1,050.00
8.	Reinforcing Steel	10,500.00	10,500.00	0.00	10,500.00	100	0.00	525.00
9.	Painting	7,500.00	0.00	4,500.00	4,500.00	60	3,000.00	225.00
14.	Electrical	6,200.00	620.00	(.00)	620.00	10	5,580.00	31.00
15.	Fencing	900.00	0.00	0.00	0.00	0	900.00	0.00
TOTAL		$129,500.00	$20,420.00	$78,150.00	$98,570.00		$30,930.00	$4,928.50

#15

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TARA, SEC. 4

Shenandoah Dr.	1550'
Tara Blue Ridge Dr.	1070'
King Dr.	140'
Buchanan Dr.	1055'
Harpers Dr.	1070'
Renfro Dr.	1175'
Bragg Court	130'
Pemberton Way	340'
Stonewall Ridge Dr.	1090'
Total	7620'

RECEIVED
JUN 12 1987
PCT. # 1

JONES & CARTER, INC.
Consulting Engineers
6335 Gulfton, Suite 200 Houston, Texas 77081 713/777-5337

RECEIVED
JUN 8 1987
PCT. # 1

02639
0032

June 4, 1987

Commissioner Johnnie Pustka
Commissioner Precinct 1
Fort Bend County
P.O. Box 148
Richmond, Texas 77469

Re: Acceptance of Tara Section 4
Into The County Maintenance System

Dear Commissioner Pustka:

On behalf of General Homes Corporation, please accept this letter as their request to accept Tara Section 4, Plantation MUD, Fort Bend County into the County maintenance system.

Mr. Ron Drachenburg, from the County Engineer's office, has approved the project as meeting the requirements for acceptance into the County maintenance system.

Please place the acceptance of Tara Section 4 on the County Commissioner's Court agenda at your earliest convenience.

Should you have a question or need additional information, please call me.

Sincerely,

JONES & CARTER, INC.

Bobby G. Jones

Bobby G. Jones, P.E.

BGJ/pmt

cc: Mr. Russell Plank - General Homes Corp.
Mr. Ron Drachenburg - FBC Engineer's Office

18

02640

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Mission Bend M.U.D. #1 dated June 3, 1987, permit no. 80823 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 17th. 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 Stanley L. Kirch
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume _____ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

picked up 6/15/87

Appl. # 80823

02641

0032

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

June 8, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $5,500.00

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

02642

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THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we MISSION BEND MUNICIPAL UTILITY DISTRICT NO. 1 as principal and FIDELITY & COMPANY OF MARYLAND as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of FIVE THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS---------- DOLLARS ($5,500.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 3RD day of JUNE, 19 87

MISSION BEND MUNICIPAL UTILITY DISTRICT
PRINCIPAL NO. 1

Kermit Palmer
BY:

FIDELITY & DEPOSIT COMPANY OF MARYLAND
SURETY

BY: HARRY A. PEYTON
ATTORNEY IN FACT

02644

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY

0032

HOME OFFICES: BALTIMORE, MD. 21203

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect of the date thereof, do hereby nominate, constitute, and appoint Robert S. Winter, Harry A. Peyton, Deborah Fiege, John C. Smeck, Jr. and Christina D. Thompson, all of Houston, Texas, EACH.....

the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of J. Mark Strange, etal, dated, February 27, 1986.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this 28th day of April, A.D. 19 87

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

SEAL

C W Robbins — *Assistant Secretary*

By C M Pecot — *Vice-President*

FIDELITY AND DEPOSIT COMPANY

SEAL

C W Robbins — *Assistant Secretary*

By C M Pecot — *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 28th day of April, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.

CAROL J. FABER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Faber — *Notary Public*

My commission expires July 1, 1990

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Boards of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3RD day of JUNE, 19 87.

Christopher T. Madden — *Assistant Secretary*

L1419a(TX)—Gif. -170-3111

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

02645

0032

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80823

Formal notice is hereby given that Mission Bend Municipal Utility District No. 1, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

Installation of four (4) grate top inlets on existing type "B-B" Stage One Inlets, approximately 300 feet south and 350 feet north of Beechnut Street along the side of Winkleman Road.

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: PUTNEY, MOFFATT & EASLEY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John R. Van Dyke
(Signature)

NAME & TITLE John R. Van Dyke/Engineer
(Please Print)

DATE: June 3, 1987
ADDRESS 1303 Sherwood Forest
(Street/P.O. Box)

Houston, Texas 77043
City State Zip
TELEPHONE NO: (713) 932-6666

19
02646

0032

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th. day of June, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of H_2O Services, Inc. dated June 10, 1987, permit no. 80824 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 17th. 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 Trotta, 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 _____ 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 copies 4/17/87

02647

Appl. # 80824

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, Texas.

Karl E. Baker

Karl E. Baker, P. E.
Assistant Engineer

June 11, 1987
Date

x (1) Complete Application Form

x a. Name of road, street and/or highway affected

x b. Map or plat showing course or direction

x c. Plans and specifications

x (2) Bond

_____ Perpetual bond currently posted

-or-

x Performance bond submitted in the amount of $2,500.00

1954 488

8736240

Bond # 1650-06-104689

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

RECORDED

02648

0032

AS PER ORIGINAL

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we H20 Services, Inc. as principal and Employers Insurance of Wausau, A Mutual Co. as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two Thousand and Five Hundred Dollars. DOLLARS ($2,500.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

return to bond file

AS PER ORIGINAL 1954 489

02649

RECORDED

to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, 0032 loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 10TH day of June, 19 87

H20 Services, Inc.
PRINCIPAL

C. Craig Reinhardt
BY: C. Craig Reinhardt

Employers Insurance of Wausau, A Mutual Co.
SURETY

Pamela Mitchell
BY: Pamela Mitchell - Attorney In Fact

No. 216-096- 00094
1954 490

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

AS PER ORIGINAL

POWER OF ATTORNEY

02650

RECORDED

0032

KNOW ALL MEN BY THESE PRESENTS:
That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint PAMELA MITCHELL its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF NOT TO EXCEED THE PENAL SUM OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.
This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the senior vice president and attested by its assistant secretary, and its corporate seal to be hereto affixed this 1ST day of AUGUST, 19 86.

CORPORATE SEAL

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By R. C. Retterath — Senior Vice President

Attest: R. J. Besteman — Assistant Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

On this 1ST day of AUGUST, 19 86, before me personally came R. C. Retterath, to me known, who being by me duly sworn, did depose and say that he is a senior vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Kleman — Notary Public

Patricia A. Kleman
NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES JUNE 3, 1990

STATE OF WISCONSIN)
CITY OF WAUSAU) ss.
COUNTY OF MARATHON)

CERTIFICATE

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, **WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK,** remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 10th day of June, 1987.

CORPORATE SEAL

R. J. Besteman — Assistant Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, CALL TOLL FREE (800) 826-1661. (IN WISCONSIN, CALL (800) 472-0041).

WARNING
THIS IS NOT A VALID POWER OF ATTORNEY IF THIS STATEMENT DOES NOT APPEAR IN RED INK

1954 491

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FILED

'87 JUN 17 P1:30

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

JUN 19 1987

County Clerk, Fort Bend Co., Tex.

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)

02651
0032

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80824

Formal notice is hereby given that H2O Services, Inc., 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
Fry Road	1800' southwest of Mason Rd	90'	✓			

Cable, Conduit and/or Pole Line To Parallel Following
County Roads and/or Ditches Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Fry Road	1500' southwest of Mason Rd	1800' southwest of Mason Rd	300'

General Description

Construction of 90' Bore section of 12" steel waterline coated and wrapped under existing Fry Rd. Construction of 240' of 12" steel waterline crossing over Fort Bend Flood Control ditch attatched to existing Fry Road Bridge

The location and description of the proposed installation and appurtenances is more fully sho on the attached plans and drawings. (Plans and drawings of proposed installation and appurte 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: H2O Services, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
C. Craig Reinhardt
(Signature)
NAME & TITLE C. Craig Reinhardt
(Please Print) V. President
DATE: June 10, 1987
ADDRESS 22557 Aldine Westfield Ste 102
(Street/P.O. Box)
Spring TX 77373
City State Zip
TELEPHONE NO: 713-353-8146

20. ACCEPT BID FOR SCREENING PLANT & CONVEYOR (#87-48):

Postponed

21. CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF ART. 2368A.5, VATS DUE TO THE REQUIREMENT TO PURCHASE ITEMS (BULLDOZER PARTS) MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve granting an exemption to the competitive bidding requirements and purchase bulldozer parts made necessary by unforeseen damage to public property, as requested by Stanley Kucherka for Drainage District dept.

RECESS:

Commissioners' Court recessed at 11:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

22. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) SALE OF LOTS 12 & 13, BLOCK 34, MISSION BEND SUBD., SEC. 8, AS RECORDED IN VOL. 22, PG. 13 OF PLAT RECORDS, FORT BEND COUNTY; (2) CULVERTS (#87-44); (3) BRIDGE MATERIALS (#87-45); (4) ANNUAL TYPEWRITER MAINTENANCE (#87-46):

Open bids for sale of Lots 12 & 13, Block 34, Mission Bend Subd., Sec. 8, as recorded in Vol. 22, Pg. 13 of plat records:

The following bids were presented to Commissioners' Court for review.

1) MISSION BEND HOMEOWNERS #5

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts and Commissioner Pustka absent for vote, and Judge Stavinoha voting yes, it is ordered to accept bid on sale of lots 12 & 14, Block 34, Mission Bend Subd., Sec. 8, from MISSION BEND HOMEOWNERS #5 for $4,550.00 and authorize County Judge to sign earnest money contract. Funds to be placed in General Fund. (Recorded in minutes in full)

Open bids for culverts:

The following bids were presented to Commissioners' Court for review.

1) CALDWELL CULVERT CO.
2) CONTECH CONSTRUCTION
3) GIFFORD-HILL & CO.
4) HUNTER WELDING (no bid)
5) METAL CULVERTS INC.
6) PARKER BROTHERS & CO.
7) PRICE CO.
8) SEABREEZE CULVERT
9) SO. HOUSTON CONCRETE PIPE CO.
10) STABILIZED MATERIALS CO.
11) STEEL CULVERTS, INC.
12) TEXAS CORRUGATORS, INC.
13) WILSON CULVERTS, INC.
14) WYATT METAL DRAINAGE PRODUCTS

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AS PER ORIGINAL

20

PURCHASE OF SCREENING PLANT AND CONVEYOR
BID #87-48

COMPANY	BID AMOUNT	DELIVERY	PRICE GUARANTEE
K & [illegible] EQUIPMENT, INC.	$64,400.00	14 DAYS	30 DAYS
HI-WAY EQUIPMENT, CO., INC.	$107,777.00	30 DAYS	30 DAYS

220

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SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

June 15, 1987

Mr Roy D. Hailey
Attorney at Law
Butler, Langford & Ewalt
5718 Westheimer, Suite 1640
Houston, Texas 77057

Re: Lots 12 and 13 of Block 34 of Mission Bend, Section 8

Dear Mr. Hailey:

This letter is to advise that the bid of Mission Bend No. 5 Homeowners' Association, Inc. concerning the purchase of the above stated property was approved by Commissioners' Court on June 15, 1987. Enclosed please find an executed duplicate original of the earnest money contract concerning said purchase.

I am forwarding a copy of said earnest money contract and the earnest money to Fort Bend Title Company for processing. Should you have any questions, please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf
Enclosure

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Mr. Sam W. Dick, Criminal District Attorney
Fort Bend Title Company

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

EARNEST MONEY CONTRACT

1. PARTIES: FORT BEND COUNTY, TEXAS (Seller) agrees to sell and convey to Mission Bend No. 5 Home Association, Inc. (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:

Lots 12 and 13 of Block 34 of Mission Bend Subdivision, Section 8, as recorded in Volume 22, Page 13 of the Plat Records of Fort Bend County, Texas.

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace the above stated description in the event it should differ from the attached exhibit.

3. CONTRACT SALES PRICE:

A. Total cash consideration for property, payable at closing . . . . . $ 4550.00

B. The sales price shall not be based upon the number of acres/square feet comprising the Property as determined by the survey.

4. EARNEST MONEY: $ 250.00 is herewith tendered and is to be deposited as Earnest Money with Fort Bend Title Company as Escrow Agent, and placed in an interest bearing account, upon execution of the Contract by both parties.

5. CLOSING: The closing of the sale (the "Closing Date") shall be on or before August 1, 1987, or within seven (7) days after objections to title have been cured, whichever dated 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 Special Warranty Deed conveying whatever interest the county may have and possess.

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by Fort Bend Title 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 Not Applicable;

(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.

6. POSSESSION: The possession of the Property shall be delivered to Buyer at funding.

7. SPECIAL PROVISIONS:

8. PRORATIONS: Insurance (at Buyer's option), taxes and any rents and maintenance fees shall be prorated to the Closing Date.

9. TITLE APPROVAL: If Abstract is furnished, Seller shall deliver same to Buyer within 20 days from the effective date hereof. Buyer shall have 20 days from date of receipt of Abstract to deliver a copy of the title opinion to Seller, stating any objections to title, and only objections so stated shall be considered. If Title Policy is furnished, the Title Policy shall guarantee Buyer's title to be good and indefeasible subject only to (i) restrictive covenants affecting the Property (ii) any discrepancies, conflicts or shortages in area or boundary lines or any encroachments, or any overlapping of improvements (iii) all taxes for the current and subsequent years (iv) any existing building and zoning ordinances (v) rights of parties in possession (vi) any liens created as security for the sale consideration and (vii) any reservations or exceptions contained in the Deed. In either instance, if title objections are disclosed, Seller shall have 30 days to cure the same. Exceptions permitted in the Deed and zoning ordinances shall not be valid objections to title. Seller shall furnish at Seller's expense tax statements showing no delinquent taxes and a General Warranty Deed conveying title subject only to liens securing debt created as part of the consideration, taxes for the current year, usual restrictive covenants and utility easements common to the platted subdivision of which the Property is a part and any other reservations or exceptions acceptable to Buyer. Each note herein provided shall be secured by Vendor's and Deed of Trust liens. In case of dispute as to the form of Deed, Note(s) or Deed(s) of Trust, such shall be upon a form prepared by the State Bar of Texas.

10. CASUALTY LOSS: If any part of Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by Closing Date; and if Seller is unable to do so without fault, this contract shall terminate and Earnest Money shall be refunded with no Broker's fee due.

11. 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 for Broker's services. If Seller is unable without fault to deliver Abstract or Title Policy or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, and no Broker's fee shall be earned, or extend the time up to 30 days. If Seller fails to comply herewith for any other reason, 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 and when Seller collects damages for such default by suit, compromise, settlement or otherwise, and after first deducting the expenses of collection, and then only in an amount equal to one-half of that portion collected, but not exceeding the amount of Broker's fee.

12. 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 fees from the non-prevailing party.

13. ESCROW: Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in paragraph 17. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual expenses incurred or paid on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto.

AS PER ORIGINAL 02657

14. REPRESENTATIONS: Seller represents that unless securing payment of the Note there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the Property on Closing Date. If any representation above is untrue this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing. 0032

15. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written consent.

16. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of any part, consult your attorney BEFORE signing.

EXECUTED in multiple originals effective the 4th day of June, 1987.

Seller County Judge
Fort Bend County Courthouse Annex
Richmond, Texas 77469

Seller

Seller's Address Tel.

Mission Bend No.5 Home Association, Inc.

By

Buyer, Richard Baker, Trustee

Buyer, Alan LiRoy, Trustee

Buyer, Brent Shannon, Trustee Tel.

Buyer Address:

c/o Roy D. Hailey
Attorney at Law
Butler, Langford & Ewalt
5718 Westheimer, Suite 1640
Houston, Texas 77057

1-713-780-4135

(Insert factual statements and business details applicable to this sale.)

22/2

BID ITEM: CULVERTS

BID NUMBER: 87-44

AS PER ORIGINAL

02658
0032

VENDOR NAME	BID PRICE
AARON BRUCE COMPANY	
BAASS CONCRETE CO.	
BAYOU CULVERT MFG., INC.	
CAGLE CONSTRUCTION CO., INC.	
CALDWELL CULVERT COMPANY ✓	✓
CONTECH CONSTRUCTION PROD.,INC ✓	✓
G.H. HART CO., INC.	
GIFFORD-HILL & COMPANY, INC. ✓	✓
GULF COAST PIPE & SUPPLY CO.	
H.B. ZACHRY COMPANY	
HASARA CULVERT & CONTRACTING	
HUNTER WELDING, INC. ✓	No BID
MANNA'S PRE-CAST CONCRETE	
MCGINNES BROS., INC.	
METAL CULVERTS IONC. ✓	✓
OLD KATY WAREHOUSE	
PARKER BROTHERS & CO., INC. ✓	✓
PRICE COMPANY ✓	✓
R & W CONSTRUCTION	
SEABREEZE CULVERT ✓	✓
SO. HOUSTON CONCRETE PIPE CO. ✓	✓ ~~No BID~~
SOUTHWEST CONCRETE CONST. INC.	
STABILIZED MATERIALS CO. ✓	✓
STAR CONCRETE CONSTRUCTION	
STEEL CULVERTS, INC. ✓	✓
STOCKTON BRIDGE COMPANY	
TEXAS CORRUGATORS, INC. ✓	✓
TEXAS IRRIGATION AND PIPE	
UNDERWOOD CONSTRUCTION, INC.	
W.R. FLORA & SONS, INC.	
WILSON CULVERTS, INC. ✓	✓
WYATT METAL DRAINAGE PRODUCTS ✓	✓
WALLIS CONCRETE	
SCR Construction	

Open bids for bridge materials:

The following bids were presented to Commissioners' Court for review.

1) COLFAX CREOSOTING CO.
2) CONROE CREOSOTING CO.
3) HICKS POST CO. INC.
4) LEO HICK CREOSOTING CO.
5) LUFKIN CREOSOTING CO.
6) STEEL CULVERTS, INC.

Open bids for annual typewriter maintenance:

The following bids were presented to Commissioners' Court for review.

1) ADVANCED BUSINESS SYSTEMS
2) BREWINGTON, INC.
3) DEAN WILLIAMS BUS. MACHINES
4) GLOBAL SERVICES, INC. (no bid)
5) IMAGETEK CORP.
6) MONROE SYSTEMS FOR BUSINESS
7) R & M BUSINESS MACHINES
8) ROSENBERG OFFICE SUPPLY
9) TWO BUSINESS SYSTEM, INC.
10) ALL AMERICAN TYPEWRITER

23. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

24. ADJOURNMENT:

Commissioners' Court adjourned at 2:00 p.m.

02660 22/3

BID ITEM: BRIDGE MATERIALS

BID NUMBER: 87-45

0032

VENDOR NAME	BID PRICE
BAASS CONCRETE CO.	
COLFAX CREOSOTING COMPANY	✓
CONFEDERATE LUMBER CORPORATION	
CONROE CREOSOTING COMPANY	✓
CONTECH CONSTRUCTION PROD.,INC	
GEORGIA-PACIFIC CORPORATION	
HICKS POST COMPANY, INC.	✓
KATY-MASON HOME CENTER	
LEO HICK CREOSOTING CO.	✓
LODGE LUMBER COMPANY	
LUFKIN CREOSOTING COMPANY, INC	✓
PRICE COMPANY	
SHEPLER EQUIPMENT CO., INC.	
SHIRLEY CONSTRUCTION CO., INC.	
STEEL CULVERTS, INC.	✓
SCR Construction	

22/4

BID ITEM: ANNUAL TYPEWRITER MAINTENANCE AS PER ORIGINAL

BID NUMBER: 87-46

02661

0032

VENDOR NAME	BID PRICE
A-1 BUSINESS MACHINES	
ACCUDATA OF HOUSTON	
ADVANCED BUSINESS SYSTEMS	21,727.00 (Pin-Gray, Inc) varied per machine
BREWINGTON, INC.	34.50 per machine
CANTER OFFICE EQUIPMENT	
CITICORP INDUSTRIAL CREDIT INC	
CORPORATE OFFICE PRODUCTS	
DATA ENTRY SOURCE	
DEAN WILLIAMS BUS. MACHINES	45.00 per machine
DICTAPHONE CORPORATION	
FT. BEND OFFICE SUPPLY	
GLOBAL SERVICES, INC.	NO BID
HARRIS/LANIER	
HARTWELL'S OFFICE WORLD, INC.	
IMAGETEK CORPORATION	39.00 per machine
JORDAN & ASSOCIATES, INC.	
MINOLTA BUSINESS SYSTEMS, INC.	
MONROE SYSTEMS FOR BUSINESS	57.00 per machine
PITNEY BOWES	
R & M BUSINESS MACHINES, INC.	36.45 per machine
ROSENBERG OFFICE SUPPLY	42.00 per machine
S.T.C. OFFICE PRODUCTS	
SEALY OFFICE PRODUCTS, INC.	
SOUTHWEST COPIERS, INC.	
TWD BUSINESS SYSTEMS, INC.	45.00 per machine
TWIN CITY BUSINESS MACHINES	
WALLACE BUSINESS EQUIPMENT INC	
ALL AMERICAN TYPEWRITER	23.95 per machine
~~Pin-Gray, Inc~~	~~21,727.00~~

23

AS PER ORIGINAL

02662

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

0032

On this the 15 day of June, 1987 at a Regular Session of the Commissioners Court with the following present:

County Judge Jodie Stavinoha

Commissioner, Precinct 1 _____

Commissioner, Precinct 2 [signature]

Commissioner, Precinct 3 Arthur B. Priesley

Commissioner, Precinct 4 [signature]

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Litts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor,

**********APPROVED**********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

02662-A

32

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2,1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON JULY 14, 1987.

STARTING WITH
FILM CODE NO. vol.0032pg02554

ENDING WITH
FILM CODE NO. vol.0032pg.02662

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY